CRYPTO.COM APP AND WEB U.S. TERMS & CONDITIONS

Last Update: 27 October 2026

PLEASE MAKE SURE YOU FULLY READ AND UNDERSTAND THESE TERMS AND KEEP THEM FOR FUTURE REFERENCE. THESE TERMS INCLUDE A WAIVER OF YOUR RIGHT TO PARTICIPATE IN CLASS OR REPRESENTATIVE ACTIONS AND AN AGREEMENT TO RESOLVE DISPUTES BY ARBITRATION ON AN INDIVIDUAL BASIS. PLEASE REFER TO CLAUSE 16 FOR ADDITIONAL DETAILS.

For additional information and risk disclosures, please see this document as well.

1. Introduction.

1.1. The Crypto.com App Services and Crypto.com Web Services (both described below) are provided to you by Foris DAX, Inc., a Delaware corporation and registered money services business (together with its Affiliates, "**Crypto.com**"), and/or the relevant Affiliate(s) providing services in your area for the particular service or services you access (Foris Services, Inc., a Delaware corporation and registered money services business, provides the Crypto.com App Services, except for the USD Account (described below) and Crypto.com Web Services to Louisiana customers). These Terms supersede and override all prior terms and conditions and agreements pertaining to your use of the Crypto.com App Services and Crypto.com Web Services; provided, however, that these Terms do not change the identity of the Crypto.com entity or entities that provide(s) services to you.

1.2. These terms and conditions ("**Terms**" or "**T&Cs**"), together with any attached country Addendumes, product schedules, and/or Addenda (together "**Addendumes**") (if any), each of which Addendumes may be updated from time to time independently of these T&Cs, will apply to your use of the Crypto.com App Services and Crypto.com Web Services. Please take the time to read and understand these Terms before using our services so that you are aware of your legal rights and obligations. In the event of any conflict or inconsistency between these Terms and any Addendum, including, but not limited to, provisions related to governing law and forum, arbitration, class waivers, and dispute resolution, these Terms shall prevail and control, except where an Addendum expressly overrides these Terms with specific reference to this Clause 1.2.

1.3. We reserve the right to change or modify any of the terms and conditions contained in the Terms or any policy governing the use of Crypto.com App Services or Crypto.com Web Services at any time and in our sole discretion. Any changes or modifications will be effective immediately upon posting of the revisions, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Crypto.com App Services or Crypto.com Web Services following the posting of changes or modifications will confirm your acceptance of such changes or modifications.

1.4. Acceptance of Terms. Your acceptance of the Terms occurs when you take the earliest of any of the following actions: (i) signing up for a Crypto.com account or any aspect, part, or component of the Crypto.com App Services or Crypto.com Web Services; (ii) using the Crypto.com App or Crypto.com App Services or Crypto.com Web Services; (iii) receiving the Terms, or notice of the Terms, including in connection with any transaction with Crypto.com, whether by email, in the

Crypto.com 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 your Crypto.com App or Crypto.com Web. 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. Without limiting, abridging, or modifying the foregoing Acceptance of Terms, by using the Crypto.com App Services, Crypto.com Web Services, and/or completing the sign-up process, you acknowledge that you are entering into a binding contract with us and shall be deemed to have expressly read, understood and agreed to be bound by these Terms.

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

"**Applicable Law**" means any law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any person (including all parties to these Terms), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority;

"**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;

"**Addendum**" or **“Addendumes”** shall have the meaning ascribed to the term in Clause 1.2;

"**Clause**" means each numbered provision or section of these T&Cs;

“**Customer Data**” shall have the meaning ascribed to it in Clause 11.2;

"**CRO**" means the utility token that is the native token of the Cronos Chain, represented by the ticker symbol CRO as of the date hereof;

"**Crypto.com App**" means the mobile application software developed, owned and released by Crypto.com and available for download for Android or Apple iOS, including all content and services listed in Clause 2.1 and made available on or through the same, and any and all updates, upgrades, supplements, releases and versions thereof;

"**Crypto.com App Services**" refers to the Service Content and all related features, services, content and applications, described in Clause 2.1, which Crypto.com may make available to you on the Crypto.com App from time to time . The Crypto.com App Services shall specifically comprise the services set forth in Clause 2.1.

“**Crypto.com Web”** means the Crypto.com browser-based website application developed, owned and released by Crypto.com including all content and services listed in Clause 3.2 and made available on or through the same, and any and all updates, upgrades, supplements, releases and versions thereof;

“**Crypto.com Web Services**” refers to the Service Content and all related features, services, content, and applications, described in Clause 3.2, which Crypto.com may make available from time to time. The Crypto.com Web services shall specifically comprise the services set forth in Clause 3.2.

"**Crypto.com Pay**" shall have the meaning ascribed to the term in Addendum 5;

"**CRYPTO.COM Prepaid Visa Card**" means the prepaid Visa cards carrying the Crypto.com brand issued in the U.S. and managed by Crypto.com on behalf of the issuing bank;

“**Crypto Basket**” shall have the meaning ascribed to the term in Clause 2.12;

"**CSCs**" means the stable coins offered by Crypto.com for use on the Crypto.com App or Crypto.com Web;

“**DeFi Yield Service**” shall have the meaning ascribed to the term in Clause 2.15;

"**Digital Asset**" **or “DA”** 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 Digital Asset Wallet;

"**Digital Asset Conversion**" shall have the meaning ascribed to the term in Clause 2.4;

"**Digital Asset Transfer**" shall have the meaning ascribed to the term in Clause 2.5;

"**Digital Asset Wallet"** means any and each hosted Digital Asset wallet provided by Crypto.com, as may be offered through the Crypto.com App Services or Crypto.com Web Services from time to time, either upon opening an account or thereafter;

“Eligible Card” means any payment card that is accepted by Crypto.com as a means of payment for DA Conversion;

"**Enabled Device**" means each communications, computing, or other device or account registered by you or otherwise used by you, regardless of whether you own such device, for use in connection with the Crypto.com App, Crypto.com App Services, or Crypto.com Web Services, including but not limited to your computer, mobile phone, email account, and phone number;

"**Erroneous Top-up Instruction(s)**" shall have the meaning ascribed to the term in Addendum 1;

"**Erroneous Withdrawal Instruction(s)**" shall have the meaning ascribed to the term in of Addendum 1;

“**FAA**” shall have the meaning ascribed to the term in Clause 16.5;

"**Fees**" means all fees imposed by us for the use of the Crypto.com App Services or Crypto.com Web Services;

“Fiat” means a government-issued currency that is not backed by a physical commodity;

"**Force Majeure Event**" means an event or failure which 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 Crypto.com App Services or Crypto.com Web Services;

"**Fork**" means changes in operating rules of the underlying protocols of a Digital Asset that may result in: (a) more than one version of that Digital Asset; (b) material changes in the value, function, and/or the name of a Digital Asset; and/or (c) Crypto.com holding an amount (which may be an identical amount) of Digital Assets associated with each forked network, in each case as determined by us in our sole discretion.

"**Forked Network**" shall have the meaning ascribed to the term in Clause 4.3.1.1;

"**Gift Card**" shall have the meaning ascribed to the term in Addendum 6;

"**Gift Card Issuer**" shall have the meaning ascribed to the term in Addendum 6;

"**Gift Card Provider**" shall have the meaning ascribed to the term in Addendum 6;

"**Gift Card Redemption Instructions**" shall have the meaning ascribed to the term in Addendum 6;

"**Instructions**" means all information, instructions, communications, orders or messages (including those relating to payments, transfers or other transactions) referable to you;

“**JAMS Rules**” shall have the meaning ascribed to the term in Clause 16.4;

“**Level Up Program”** shall have the meaning ascribed in Clause 2.14;

"**Lockup**" **or** "**Lock up**" means the holding of any Digital Assets in your account for an agreed period of time;

“**New Forked Asset**” shall have the meaning ascribed to the term in Clause 4.3.1.1;

“**Notice**” shall have the meaning ascribed to the term in Clause 16.4;

"**Pay Airtime**" shall have the meaning ascribed to the term in Addendum 7;

"**Pay Airtime Redemption Instructions**" shall have the meaning ascribed to the term in Addendum 7;

"**Pay Rewards**" shall have the meaning ascribed to the term in Addendum 5;

"**Payment Service Partners**" shall have the meaning given to it in Addendum 1;

"**Permitted Bank Account**" shall have the meaning given to it in Addendum 1;

"**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;

"**Prior Asset**" shall have the meaning ascribed to the term in Clause 4.3.1.1

"**Privacy Notice**" shall have the meaning ascribed to the term in Clause 7.5.1;

"**Security**" shall have the meaning ascribed to the term in Clause 12.8;

"**Service Content**" means data, information, materials, advertisements, text, audio, video, graphics, software and other content on the Site, Crypto.com App, or Crypto.com Web;

"**Site**" means the website at www.crypto.com/us/ and all related components;

"**Taxes**" means any taxes, duties or fees that 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**" or "**T&Cs**" 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;

"**Trademarks**" shall have the meaning ascribed to the term in Clause 11.1.1);

"**Transaction**" shall have the meaning ascribed to the term in Clause 10.1;

"**Transaction History**" means records of all transactions and any details relevant to such transactions through the Crypto.com App or Crypto.com Web generally;

"**Unsupported Forked Network**" shall have the meaning ascribed to the term in Clause 4.3.1.1;

"**USD**" means the United States Dollar, the official currency of the USA;

"**USD Account**" the account in the Crypto.com App or Crypto.com Web which holds USD topped-up through bank transfer in accordance with Addendum 1;

"**USD Account Terms**" shall have the meaning ascribed to the term in Addendum 1;

"**USD to Digital Asset Conversion**" or "**DA Conversion**" shall have the meaning ascribed to the term in Clause 2.3;

"**USD Top-up**" shall have the meaning ascribed to the term in Addendum 1;

"**USD Top-up Fees**" shall have the meaning ascribed to the term in Addendum 1;

"**USD Withdrawal**" shall have the meaning given to it in Addendum 1;

"**USD Withdrawal Fees**" shall have the meaning given to it in Addendum 1;

"**we/us/our**" means Crypto.com;

"**Withdrawal Bank Account**" shall have the meaning given to it in Addendum 1; and

"**you/your**" means, the individual who is the user of the Crypto.com App Services or Crypto.com Web Services.

2. Crypto.com App Services.

The Crypto.com App is the interface that allows you to use and interact with the Crypto.com App Services. The Crypto.com App Services include the services set forth in this Clause 2. Some of these services may not be available to you depending on your jurisdiction or for other reasons. Without limiting anything in these Terms, to the extent that you choose to use those services that are available to you, you agree to be bound by the terms specifically applicable to such services as set forth in the applicable Addenda.

The Crypto.com App Services shall specifically comprise the following services, to the extent available or offered in your jurisdiction (please note that the services available through the Crypto.com Web feature are addressed in Clause 3.2, not in Clause 2):

2.1. Hosted Digital Asset Wallets provided by Crypto.com that allow you to top-up Digital Assets from external wallets and store Digital Assets with Crypto.com;

2.2. USD Account which allows you to hold USD, which can be used to purchase Digital Assets, and USD proceeds from the sale of Digital Assets; make deposits and withdrawals of USD; withdraw and/or deposit funds to/from affiliated trading accounts; among other features. Terms specific to the USD Account are more fully set forth in “Addendum 1” and references therein;

2.3. A Digital Asset conversion service under which you may convert USD into any type of Digital Asset to be held in your Digital Asset Wallet or convert a Digital Asset to USD to be held in your USD Account (" **DA Conversion**"). When providing the DA Conversion service, Crypto.com will be your counterparty, meaning Crypto.com acts as a principal on its own account and will not be acting as an intermediary or marketplace between your and other buyers and sellers of Digital Assets. Crypto.com does not act as your broker;

2.4. A Digital Asset conversion service under which you may convert a Digital Asset into another Digital Asset ("**Digital Asset Conversion**"). When providing the Digital Asset Conversion service, Crypto.com will be your counterparty, meaning Crypto.com acts as a principal on its own account and will not be acting as an intermediary or marketplace between your and other buyers and sellers of Digital Assets. Crypto.com does not act as your broker;

2.5. A Digital Asset transfer service under which you may transfer any Digital Asset to another recipient, which may be the Digital Asset Wallet of another user of the Crypto.com App Services or an external recipient ("**Digital Asset Transfer**"). Terms specific to top-ups to Digital Asset Wallet, DA Conversion and Digital Asset Transfer are more fully set forth in "Addendum 2" and any references therein;

2.6. Any incentive program(s) (including but not limited to any kind of reward, cashback, Level Up, Lock up or referral programs), that may be launched or offered via the Crypto.com App or the Site from time to time. The Crypto.com Rewards Program and Missions allow users who undertake certain activities within the Crypto.com App to get rewarded with virtual incentives. Users may redeem those virtual incentives for opportunities and incentives that may be available from time to time. Terms specific to the Rewards Program and Missions are more fully set forth in "Addendum 3-A" and references therein. We may also offer rewards for certain activities related to the use of CRYPTO.COM Prepaid Visa Cards. Terms specific to rewards related to the CRYPTO.COM Prepaid Visa Cards are more fully set forth in "Addendum 3-B";

2.7. Crypto Earn, which allows you to earn rewards if you Lockup certain Digital Assets with us. The applicable rewards, as amended and/or available from time to time, depend on the type of Digital Asset Locked up and the duration of the Lockup. Terms specific to Crypto Earn are more fully set forth in "Addendum 4" and references therein;

2.8. Crypto.com Pay, which allows you to make peer-to-peer payments of supported Digital Assets to other active Crypto.com App users and, in some instances, to registered merchants. Terms specific to Crypto.com Pay are more fully set forth in "Addendum 5";

2.9. Purchase and use of Gift Cards; Crypto.com partners with Gift Card Providers to offer Gift Cards that may be purchased using the Crypto.com App. Terms specific to Gift Cards are more fully set forth in "Addendum 6" and references therein;

2.10. Purchase and use of Pay Airtime; Pay Airtime allows you to top up a prepaid phone account from certain approved carriers in your region by purchasing mobile airtime with certain Digital Assets. Terms specific to Pay Airtime are more fully set forth in "Addendum 6" and references therein;

2.11. Use of virtual cards generated through the Crypto.com App (or other means that we may make available from time to time) to facilitate certain transactions with certain participating merchants. Terms specific to such virtual cards are more fully set forth in "Addendum 8" and references therein;

2.12. Crypto Basket, which allows you to buy or sell a set of Digital Assets ("Crypto **Basket**"). Terms specific to Crypto Basket are more fully set forth in "Addendum 9" and references therein;

2.13. A staking service which allows you 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. Terms specific to the Crypto.com staking service are more fully set forth in "Addendum 10" and references therein;

2.14. The Crypto.com Level Up Program, which allows you to receive benefits and rewards by staking or locking up your CRO in a tiered system ("**Level Up Program**"). Terms specific to the Level Up Program are more fully set forth in "Addendum 11" and references therein;

2.15. The DeFi Yield Service, an online pass-through service facilitated by us enabling eligible users to deploy Digital Assets to third-party DeFi protocols. Terms specific to the DeFi Yield Service are more fully set forth in "Addendum 13" and references therein; and

2.16. Any other products or services listed in the Addendumes (if any) or shown on the Crypto.com App or our official communication channel from time to time.

3. The Crypto.com App and Crypto.com Web.

3.1. Description of the Crypto.com App.

3.1.1. The Crypto.com App gives you interactive access to your Digital Asset Wallet and USD Account, including allowing you to **perform** one or more of the following actions:

(a) view the balance and Transaction History of your Digital Asset Wallet;
(b) obtain instructions on how to load your Digital Asset Wallet;
(c) request for a Digital Asset Transfer from your balance held in your Digital Asset Wallet;
(d) request a Digital Asset Conversion;
(e) obtain instructions on how to load your USD Account;
(f) request a DA Conversion; and
(g) request for a USD Withdrawal from your balance held in your USD Account.

3.2. Description of Crypto.com Web.

3.2.1. Crypto.com Web gives you interactive access to your Crypto.com Web Services, including allowing you to perform one or more of the following actions:

(a) view the balance and Transaction History of your Digital Asset Wallet;
(b) obtain instructions on how to load your Digital Asset Wallet;
(c) request for a Digital Asset Transfer from your balance held in your Digital Asset Wallet;
(d) request a Digital Asset Conversion;
(e) obtain instructions on how to load your USD Account; and
(f) request a DA Conversion; and
(g) request for a USD Withdrawal from your balance held in your USD Account.

3.2.2. Please note that you may not have access to the full functionality of the Crypto.com App on the Crypto.com Web.

3.2.3. We may, in our sole discretion, impose certain Transaction limits on the Crypto.com Web that may differ from the limits prescribed on the Crypto.com App. For more information on such limits, please refer to the following FAQ page: here. We reserve the right to change such limits without notice to you.

3.3. **Grant of License to Use the Crypto.com App and Crypto.com Web.**

Subject to your continuing compliance with these Terms, we grant to you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to use the Crypto.com App and Crypto.com Web and access the Crypto.com App Services and Crypto.com Web Services insofar as owned by or licensed through us on your Enabled Device and only for your own purposes, on and subject to these Terms. All other rights not expressly granted to you are reserved. Some software components used in the Crypto.com App and Crypto.com Web may be offered under an open source or other license as we may notify to you, in which case your use of those components of the Crypto.com App and Crypto.com Web shall be governed by such license terms to the extent only of any inconsistency between these Terms and those license terms.

You acknowledge and agree that your use of the Crypto.com App Services and Crypto.com Web Services are at all times subject to and conditional upon your continued compliance with these Terms and all other applicable terms, and any failure to comply with these Terms and such other terms automatically results in the revocation of all licenses granted hereby.

3.4. **Reservation of Rights.**

3.4.1. We reserve the right, in our sole discretion and without incurring any liability to you, to:

3.4.1.1. update, change, remove, cancel, suspend, disable or restrict access to or discontinue the Crypto.com App Services or Crypto.com Web Services or change any features, component or content thereof, or to delist from the Crypto.com App Services or Crypto.com Web Services or otherwise cease to support any Digital Asset;

3.4.1.2. decline, suspend, cancel, reverse, void or partially execute any DA Conversion, Digital Asset Conversion or Digital Asset Transfer Instruction; and

3.4.1.3. reverse, cancel, claw back, change any terms or refuse to honor any reward, bonus or pay-out for any incentive programs regardless of your entitlement.

3.4.2. We reserve the right to suspend, restrict, and/or terminate your access to any or all of our Services and to deactivate your account, including without limitation:

3.4.2.1. 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;

3.4.2.2. upon reasonable suspicion that you may be in breach of these Terms or are otherwise trying to circumvent these Terms or abusing any of our incentive schemes;

3.4.2.3. upon reasonable suspicion that a transaction is fraudulent or erroneous;

3.4.2.4. upon reasonable suspicion that your account has been compromised or the Services are being used in a fraudulent or unauthorized manner;

3.4.2.5. upon reasonable suspicion of money laundering, terrorist financing, fraud or any other financial crime; 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;

3.4.2.6. where any of your Digital Asset Wallets and/or USD Account or you are subject to pending litigation, investigation, or government proceedings, including litigation that is brought or threatened against Crypto.com; and

3.4.2.7. for any other reason which we reasonably deem it is appropriate to do so.

3.4.3. In the event we decide to suspend, restrict or terminate your access to our Services in accordance with the provisions of this Clause 3, we will (to the extent that it is not unlawful for us to do so) provide you with notice of such termination of Services. Suspensions, restrictions, or terminations from the use of our Services will be reversed only as soon as 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 at the same price or on the same terms. Where not otherwise prohibited by law, upon notice that we have decided to terminate your access to the Crypto.com App Services or Crypto.com Web Services, we will provide you with 30 days within which you must transfer, or instruct us to transfer on your behalf, any remaining Digital Assets or USD out of the Crypto.com App. Should you fail to transfer, or instruct us to transfer, any such remaining Digital Assets or USD within the 30-day period, we reserve the right to liquidate any Digital Assets and return to you any outstanding USD via a check to your last known mailing address.

3.4.4. In the event a Digital Asset becomes delisted or unsupported for any reason, we may contact you and, to the extent practicable, provide you with an opportunity to transfer such Digital Assets out of your Digital Asset Wallet. If you fail to transfer such Digital Assets out of your Digital Asset Wallet promptly (and in no event to exceed any specific timeframe that we may specify in our communications to you), we reserve the right to liquidate such Digital Assets in your Digital Asset Wallet at the then-current price and deposit the proceeds in your USD Account (or, if you do not have a USD Account, to arrange to deliver the proceeds to you by another method).

3.4.5. The actions we may take under Clause 3.3.1 may apply to all, or any specific group(s), or any individual user(s) of the Crypto.com App Services or Crypto.com Web Services. We do not guarantee that any specific content, component and/or feature will always be available on the Crypto.com App Services or Crypto.com Web Services and reserve the right to cease any Crypto.com App Services or Crypto.com Web Services at our sole discretion without notice to you.

4. Considerations When Using Our Services.

You understand, accept, and agree to assume all of the various risks involved in using, holding, trading, delivering, transacting, and transferring Digital Assets and the use of Crypto.com App Services or Crypto.com Web Services, including all of the risks set forth in this Clause 4.

4.1. General Risks.

4.1.1. All transactions involving Digital Assets involve certain risks. In this regard, once submitted to a blockchain network, such a transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the blockchain network. A transaction is not complete while it is in a pending state. Any Digital Asset transfers to and from external wallet addresses that are in a pending state will be designated accordingly, and the relevant Digital Asset will not be included in your Digital Asset Wallet or be available to conduct transactions.

4.1.2. The risk of loss in holding Digital Assets can be substantial. You should, accordingly, carefully consider whether holding Digital Assets is suitable for you in light of your financial situation and risk tolerance. In considering whether to hold Digital Assets, you should be aware that the price or value of Digital Assets can change rapidly, decrease, and potentially even fall to zero. Past performance is not an indicator of future performance. If you use any Crypto.com App Services or Crypto.com Web Services which allow you and/or third parties to access and hold Digital Asset private keys, you acknowledge that we are not responsible for safeguarding such keys and that we are not responsible for any loss of Digital Assets resulting from theft, loss, or mishandling of Digital Asset private keys outside our control. 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 Crypto.com App or Crypto.com Web 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 Crypto.com App Services or Crypto.com Web Services were delayed, suspended, or interrupted for any reason.

4.1.3. Neither your Digital Asset Wallet nor USD Account is a depository account. You will not earn any interest on funds stored in your Digital Asset Wallet and USD Account. We own any interest paid by the Depository Institution or Network Banks on the USD Funds in your USD Account.

4.1.4. The Digital Assets in the Digital Asset Wallet are not protected by any government-backed depositor compensation, insurance or guarantee scheme.

4.1.5. USD Funds in your USD Account held at Community Federal Savings Bank or an alternative bank partner (each a "**Depository Institution**") will be placed by Crypto.com at the applicable institution in an omnibus custody account that also holds USD Funds in USD Accounts of other Crypto.com customers. Any USD Funds placed at Community Federal Savings Bank may be further placed by Community Federal Savings Bank at other FDIC member and insured depository institution as listed here (https://cfsb.com/FDIC) ("**Network Banks**"). The list of Network Banks is subject to change from time to time. You retain beneficial ownership of your USD Funds in the applicable account(s), but your USD Account and associated Account are not provided by, and you are not a customer of, the Depository Institution or the Network Banks. We may replace a Depository Institution and

move your funds to one or more omnibus custody accounts at other FDIC-insured institutions of similar financial soundness at any time; provided, we will identify any such replacement Depository Institution by providing reasonable prior notice to you. For clarity, we have no ownership of USD Funds in your USD Account, and our only control of or discretion over USD Funds in USD Accounts on any basis is to execute your instructions and to select the FDIC-insured financial institution that will maintain the omnibus custody account where the funds are placed. You will not receive any interest on your USD Funds. The USD Funds in your USD Account will not expire but may be subject to inactivity fees (if any), which could reduce such funds to zero. While USD Funds in your USD Account are held at a Depository Institution or a Network Bank, they are insured by the FDIC up to $250,000 in the event the institution fails, if specific deposit insurance requirements are met. It is your responsibility to determine if the amount of funds you have (including USD Funds held in your USD Account and other funds) at any Depository Institution or Network Bank (or any replacement Depository Institution) exceeds the maximum amount insured by the FDIC. 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 Depository Institution, are not FDIC-insured, and are subject to investment risk, including possible loss of the principal amount invested.

4.2. Digital Asset Volatility Risks.

4.2.1. The price of Digital Assets and Digital Asset markets have historically been subject to significant volatility. The price and trading volume of any Digital Asset is subject to significant uncertainty and volatility, depending on a number of factors, including but not limited to market conditions and sentiment, changes in liquidity, Forks, the activities of other market participants, general economic environment, public perception, technical and technological constraints, and regulation.

4.2.2. There is no assurance that any supported Digital Asset will maintain its value or that there will be meaningful levels of trading activities.

4.3. Technology and Security Risks.

4.3.1. **Forked Networks.**

4.3.1.1. You agree and understand that the underlying protocols of the Digital Assets' networks are subject to Forks which may result in more than one version of such a network (each a "**Forked Network**"). If a Fork occurs, it may result in the creation of a new Digital Asset (the "**New Forked Asset**") related to an existing Digital Asset (the "**Prior Asset**"). You further agree and understand that Forks may materially affect the value, function, and/or name of the Prior Assets and other Digital Assets you hold on the Crypto.com App or Crypto.com Web and that the New Forked Asset may have minimal or no value. In the event of a Fork, Crypto.com may temporarily suspend any Crypto.com App Services or Crypto.com Web Services (with or without advance notice to you) and we may determine, in our sole discretion, whether or not to support the Forked Network(s). In the event that Crypto.com decides not to support any such Forked Network ("**Unsupported Forked Network**"), the Digital Assets offered by such Unsupported Forked Network will not be made available to you.

Notwithstanding the foregoing, we may, in our sole discretion and subject to Applicable Law, obtain and retain the Digital Assets offered by such Unsupported Forked Network as property belonging solely to Crypto.com. You acknowledge the risks presented by Forks and hereby accept that we have no responsibility for any losses or damage arising as a result of an Unsupported Forked Network. You understand, acknowledge and agree that you have no right, claim, or interest in, or with respect to, any New Forked Asset. If we do not support a New Forked Asset, you may not be able to withdraw or otherwise use or access the New Forked Asset promptly or at all, and you may lose any value associated with such New Forked Asset. If we determine not to support a New Forked Asset, we may, in our sole discretion, obtain and retain the New Forked Asset as property belonging to us.

4.3.1.2. WE HAVE NO CONTROL OVER, NOR DO WE HAVE THE ABILITY TO INFLUENCE, THE CREATION OR IMPLEMENTATION OF A FORK OR OF ANY NEW FORKED ASSET. WE CAN PROVIDE NO ASSURANCES ABOUT THE SECURITY, FUNCTIONALITY OR SUPPLY OF ANY DIGITAL ASSET, INCLUDING BOTH THE NEW FORKED ASSET AND THE PRIOR ASSET. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE ASSUME NO LIABILITY RELATING TO ANY CHANGE IN THE VALUE OF ANY DIGITAL ASSET (WHETHER OR NOT RESULTING FROM A FORK). YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT A FORK COULD CONSTITUTE A FORCE MAJEURE EVENT BEYOND OUR REASONABLE CONTROL, WHICH COULD AFFECT THE VALUE OF YOUR DIGITAL ASSETS, AND THAT CRYPTO.COM DOES NOT ASSUME ANY LIABILITY FOR LOSSES RESULTING FROM SUCH EVENTS.

4.3.2. **Other Technology and Security Risks.**

4.3.2.1. A significant disruption in Crypto.com's products or services, in Crypto.com's information technology systems (including a system failure, outage, or interruption, both as to Crypto.com or a third-party network), or in any of the blockchain networks that Crypto.com supports, could affect your user experience and/or ability to access your account.

4.3.2.2. Digital Assets built on blockchain technology were only introduced in 2008 and remain in the early stages of development. In addition, different Digital Assets are designed for different purposes. The further growth and development of any Digital Assets and their underlying networks is subject to a variety of factors that are difficult to evaluate.

4.3.2.3. There is risk of loss of Digital Assets in the event of disruptions, hacks, forks (i.e., a split in the underlying network(s), as described more fully below), and significant attacks such as a double spend or 51% attack. You acknowledge and understand that there is risk associated with third-party cyberattacks and security breaches, as well as breaches of privacy.

4.3.2.4. **You acknowledge that you and your Digital Assets may be subject to scams and other types of fraud perpetrated by third parties outside of our control**. It is your responsibility to beware and protect yourself against such fraud. There is a risk of loss of your Digital Assets and other assets in the event you are subject to such fraud.

4.3.2.5. All blockchain transactions include data, and in some circumstances, may include personal data about you. Many blockchain technologies store transaction data publicly and permanently. When you use such technology, you are intentionally making that transaction data public and acknowledge that the data cannot be deleted, removed, or reversed due to the nature of blockchain technology.

4.4. Regulatory Risks.

4.4.1. We are subject to an extensive and highly-evolving regulatory landscape, and any changes to any laws and regulations could adversely impact our ability to offer, and your use of and access to, the Crypto.com App Services or Crypto.com Web Services in your jurisdiction. Further, such changes could also impact your legal obligations with respect to your use of the Crypto.com App Services or Crypto.com Web Services.

4.4.2. In addition to existing laws and regulations, various governmental and regulatory bodies in the United States and in other countries may adopt new laws and regulations. The extent, scope, and effect of such new laws and regulations are difficult to predict.

4.5. Third-Party and Operational Risks.

4.5.1. We currently rely on third-party service providers for certain aspects of our operations, including payment processors, banks, and payment gateways to process transactions; cloud computing services and data centers that provide facilities, infrastructure, website functionality and access, components, and services, including databases and data center facilities and cloud computing; as well as third parties that provide certain outsourced services and functions, all of which are critical to our operations. Because we rely on third parties to provide these services and to facilitate certain of our business activities, we face increased operational risks. Any interruptions in services provided by these third parties may impair our ability to support our customers and offer (or maintain) Crypto.com App Services or Crypto.com Web Services.

4.5.2. We do not directly manage the operation of any of the third-party service providers we use, including their data center facilities that we use. These third parties may be subject to financial, legal, regulatory, and labor issues, cybersecurity incidents, break-ins, computer viruses, denial-of-service attacks, sabotage, acts of vandalism, privacy breaches, service terminations, disruptions, interruptions, and other misconduct. They are also vulnerable to damage or interruption from human error, power loss, telecommunications failures, fires, floods, earthquakes, hurricanes, tornadoes, pandemics (including the COVID-19 pandemic) and similar events. For example, on February 24, 2021, the U.S. Federal Reserve's payments network experienced an outage, which had the potential to result in reduced functionality for certain of our products. In addition, these third parties may breach their agreements with us, disagree with our interpretation of contract terms or applicable laws and regulations, refuse to continue or renew these agreements on commercially reasonable terms or at all, fail or refuse to process transactions or provide other services adequately, take actions that degrade the functionality of our services, impose additional costs or requirements on us or our customers, or give preferential treatment to competitors.

4.5.3. There can be no assurance that third parties that provide services to us or to our customers on our behalf will continue to do so on acceptable terms, or at all. If any third parties do not adequately or appropriately provide their services or perform their responsibilities to us or our customers on our behalf, such as if third-party service providers to close their data center facilities without adequate notice, are unable to restore operations and data, fail to perform as expected, or experience other unanticipated problems, we may be unable to procure alternatives in a timely and efficient manner and on acceptable terms, or at all, and our ability to offer (or maintain) Crypto.com App Services or Crypto.com Web Services may be adversely affected.

4.5.4. We rely on banks and other payment processors to process customers' payments in connection with the purchase of Digital Assets on our platform and we pay these providers fees for their services. From time to time, payment networks have increased, and may increase in the future, the interchange fees and assessments that they charge for transactions that use their networks. Payment networks have imposed, and may impose in the future, special fees on the purchase of Digital Assets, including on our platform, and we may be forced to pass such increases along to our customers.

5. User Acknowledgements, Representations, Warranties, Covenants – General.

By signing up to use the Crypto.com App Services or Crypto.com Web Services, you acknowledge, represent, and warrant, in each case as applicable, each of the items contained in this Clause 5 and all of its subsections.

5.1. Acknowledgement and Assumption of Risks.

You represent and warrant that you have received a copy of, have carefully read, understand, accept, and agree to assume all of the various risks involved in using, holding, trading, delivering, transacting, and transferring Digital Assets and the use of Crypto.com App Services or Crypto.com Web Services, including but not limited to the risks specifically set forth in Clause 4. You agree that Crypto.com shall not be liable to you for any loss, damage, expense, or liability that may relate to any of the risks specifically set forth in Clause 4. Further, you represent that you are able to bear any financial or other loss associated with or that may otherwise relate to your use of Crypto.com App Services or Crypto.com Web Services.

5.2. Non-Reliance.

5.2.1. You represent that you are not relying on (and will not at any time rely on) any communication (written or oral) of Crypto.com as advice or as a recommendation to engage in any transaction involving Digital Assets. Further, you confirm that Crypto.com has not (a) given any guarantee or representation as to the potential success, return, effect, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of transacting in Digital Assets or (b) made any representation to you regarding the legality of transacting in Digital Assets under Applicable Laws. In deciding to use Crypto.com App Services or Crypto.com Web Services to transact in Digital Assets, you are not relying on the advice or recommendations of Crypto.com, and you have made your own independent decision that using Crypto.com App Services or Crypto.com Web Services and transacting in Digital Assets are suitable and appropriate for you.

5.2.2. We do not provide investment advice, and any content on the Crypto.com App, Crypto.com Web, or Site or other communication channels should not be considered as a substitute for tailored investment advice. The contents of the Crypto.com App, Crypto.com Web, and Site 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.

5.3. Identity and Eligibility; W-9 Certification.

You represent and warrant that:

5.3.1. you are at least eighteen (18) years of age

5.3.2. you have the full right, power, and authority to agree to these Terms;

5.3.3. you are not a resident or a Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction that Crypto.com has indicated as being subject to prohibitions or restrictions on accessing or using the Crypto.com App Services or Crypto.com Web Services;

5.3.4. 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;

5.3.5. 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;

5.3.6. you will not simultaneously have multiple accounts to access the Crypto.com App Services nor simultaneously have multiple accounts to access the Crypto.com Web Services; you are not impersonating any other person, operating under an alias or otherwise concealing your identity;

5.3.7. 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; (iii) are not identified as a “Specially Designated National” by the Office of Foreign Assets Control of the U.S. Department of the Treasury; and (iv) any state or jurisdiction where we do not provide Services, including New York;

5.3.8. you will immediately notify us of any change to your state or location of residence and continually review and update your account and or user profile to ensure accuracy of the information provided;

5.3.9. you are not placed on the U.S. Department of Commerce, Bureau of Industry and Security’s Denied Persons List;

5.3.10. you will not use our Services if any Applicable Laws prohibit you from doing so in accordance with these Terms;

5.3.11. 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;

5.3.12. you are the beneficial owner of (or if you are acting as a trustee, the legal owner) any Digital Asset or USD subject to these Terms and forming the subject matter of the Services; and

5.3.13. you are compliant with all Applicable Law requirements to which you are subject, including without limitation, all tax laws and regulations, exchange control requirements and registration requirements.

Under penalties of perjury, you also certify (the "**W-9 Certification**") that:

5.3.14. the tax ID number you've provided to Crypto.com is your correct taxpayer identification number; and

5.3.15. you are not subject to backup withholding because (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding; and

5.3.16. you are a U.S. citizen or other U.S. person (as defined in the IRS Form W-9); and

5.3.17. the FATCA code(s) you've provided to Crypto.com (if any) indicating that you are exempt from FATCA reporting is/are correct.

5.4. Onboarding and Ongoing Basic Requirements.

5.4.1. In order to use the Crypto.com App Services, you must register as a user on the Crypto.com App 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. This provision also applies to the Crypto.com Web Services.

5.4.2. 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 Crypto.com App Services and Crypto.com Web 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.

5.4.3. We are entitled, in our sole discretion and without providing reasons, to refuse your application for, or to suspend, terminate or limit your use of, the Crypto.com App Services or Crypto.com Web Services or your account, and/or to change the eligibility criteria for registration or use of the Crypto.com App Services or Crypto.com Web Services at any time. We may confidentially verify, supplement, or append the information you provide us with or obtain information on you ourselves or through third parties from secure databases. By agreeing to these Terms, you 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.

5.4.4. You hereby represent and warrant that any and all information provided by you or on your behalf to us, our Affiliates, and any of our third-party service providers are always complete, accurate, and up to date in all respects and that in the event such information ceases to be complete, accurate, and up-to-date, you shall provide us, our Affiliates, and third-party service providers with revised and updated information without delay. It is your responsibility to update us with any changes in your personal information or any other information you may have provided us with during registration or else in the course of your engagement with the Crypto.com App Services or Crypto.com Web 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 access to and use of the Crypto.com App Services or Crypto.com Web Services. You hereby agree 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, during, and following termination of your use of and access to our Services.

5.4.5. At the time you sign up for the Crypto.com App Services or Crypto.com Web Services or at any time in the future after signing up for the Crypto.com App Services or Crypto.com Web Services, you authorize us to undertake electronic identity verification checks on you, either directly or using third-party service providers.

5.4.6. Notwithstanding any Terms hereunder or your successful completion of the signing up process in accordance with Clause 5.4.2 above, certain types of users are specifically prohibited from using certain features within the Crypto.com App Services or Crypto.com Web Services. You further represent and warrant that in relation to the use of CSCs on the Crypto.com App, Crypto.com Web, or any of the Crypto.com App Services or Crypto.com Web Services, you are not located in, under the jurisdiction of, or a national or resident of any of the countries, states, and jurisdictions listed at https://help.crypto.com/en/articles/5792178-crypto-com-app-geo-restrictions.

5.4.7. 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.

5.5. Third-Party Services.

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. Further, you acknowledge, accept, and assume the risks associated with our use of such third-party services, including those set forth in Clause 4.5. 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 parties.

6. User Acknowledgements, Representations, Warranties, Covenants – User Conduct.

6.1. General Conduct.

It is our goal that all Crypto.com App Services and Crypto.com Web Services users enjoy their use of our services in a safe and secure environment. To that end, you agree to use the Crypto.com App Services and Crypto.com Web Services in good faith and adhere to the following general standards of conduct at all times:

a) You will demonstrate respect and courtesy to other users, our personnel, and any third-party service providers at all times;
b) You will use your utmost integrity in all your dealings with Crypto.com and in your use of Crypto.com App Services and Crypto.com Web Services;
c) You will comply with all Applicable Laws pertaining to your use of our services and the activities you conduct in the Crypto.com App Services and Crypto.com Web Services; and
d) You will promptly comply with our notices and our personnel's instructions with respect to your use of Crypto.com App Services and Crypto.com Web Services.

6.2. Prohibited Activities.

Without prejudice to any of Crypto.com's rights, you undertake not to (and shall not, knowingly or otherwise, authorize, allow, permit, or assist any other party to):

a) use the Crypto.com App, Crypto.com Web, or Sites to conduct electronic spamming or otherwise distribute any unsolicited or unauthorized advertising, promotional, or marketing material, junk mail, or chain letters;
b) use the Crypto.com App, Crypto.com Web, or Sites to perform illegal, unlawful or immoral activities under any Applicable Law (including but not limited to money laundering, terrorism financing and fraudulent activities);
c) use the Crypto.com App, Crypto.com Web, or Sites 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 or code;
d) modify or adapt the whole or any part of the Crypto.com App, Crypto.com Web, or Sites or combine or incorporate the Crypto.com App, Crypto.com Web, or Sites into another program or application;

e) disassemble, decompile, reverse-engineer, or otherwise attempt to derive the source code, object code, underlying concepts, ideas, or algorithms of the Crypto.com App, Crypto.com Web, or Sites or any components thereof;
f) use the Crypto.com App, Crypto.com Web, or Sites in any manner that would lead to the infringement of 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 Crypto.com App, Crypto.com Web, or Sites in a way that could damage, disable, impair, or compromise the Crypto.com App, Crypto.com Web, or Sites or the provision of the Crypto.com App Services or Crypto.com Web Services (or the systems or security of the Crypto.com App, Crypto.com Web, or Sites or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of Crypto.com;
h) gain or attempt to gain unauthorized access to, interfere with, disrupt, or damage the account or wallets of other users, any parts of the Crypto.com App, Crypto.com Web, or Sites, the server on which the Crypto.com App, Crypto.com Web, or Sites are stored, or any other server, computer, or database connected to or used in the service of the Crypto.com App, Crypto.com Web, or Sites;
i) 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 our services;
j) attack the Crypto.com App, Crypto.com Web, or Sites via a denial-of-service attack or a distributed denial-of-service attack;
k) use any robot, spider, or other automatic device, process, or means to access the Crypto.com App, Crypto.com Web, or Sites for any purpose;
l) impersonate or attempt to impersonate Crypto.com, Crypto.com personnel, another user, or any other person or entity;
m) engage in any other activities deemed inappropriate by us or that is in contravention of these Terms or any Applicable Laws;
n) provide false, inaccurate, incomplete or misleading information to Crypto.com or any of its Affiliates or third-party service providers; or
o) deposit with Crypto.com any Digital Assets or USD or fiat currency that are, directly or indirectly, derived from or form part of the proceeds of any criminal, fraudulent, or unlawful activity; or
p) attempt, in any manner, directly or indirectly, as deemed in our sole discretion, to interfere with the proper working of the Crypto.com App, Crypto.com Web, or Sites.

6.3. Crypto.com's Rights of Enforcement.

Subject to Applicable Law, we reserve the right to, and you acknowledge and agree that we may at our sole discretion, take any action we deem necessary to enforce the user conduct requirements and restrictions set forth in this Clause 6, including, without limitation, by taking any of the steps set forth in Clause 3.3.

7. User Acknowledgements, Representations, Warranties, Covenants – Data and System Protection.

7.1. Your Device.

You acknowledge and agree that, in connection with your use of the Crypto.com App or Crypto.com Web, you shall be responsible for the following, at your own cost:

7.1.1. obtaining and installing all hardware, software, and communications services necessary for your use of the Crypto.com App or Crypto.com Web in accordance with these Terms;

7.1.2. installing antivirus or other mobile security software on your Enabled Device to protect against any security or other vulnerabilities which may arise in connection with your use of the Crypto.com App or Crypto.com Web in accordance with these Terms; and

7.1.3. installing updates and patches for the Crypto.com App or Crypto.com Web and your Enabled Device in a prompt and timely manner.

7.2. You acknowledge and agree, without prejudice to the foregoing and any other terms in these Terms, that we may assume that any and all Instructions received from your Enabled Device, your email account, and other accounts identified to you have been made by the rightful owner. You agree that you are solely responsible for keeping your Enabled Device and such accounts safe and secure and for maintaining adequate security and control of your login and authentication details (including, but not limited to, your identity, username, password, and multifactor authentication methods) and acknowledge your responsibility for any access to and use of the Crypto.com App, or Crypto.com Web, Crypto.com App Services, and the or Crypto.com Web Services through your Enabled Device and accounts identified to you, notwithstanding that such access and/or use may have been effected without your knowledge, authority or consent. You agree that we will not be liable to you for any loss or damage resulting from such access and/or use, except to the extent otherwise required by applicable law.

7.3. You acknowledge and agree, without prejudice to the foregoing and any other terms in these Terms, that you shall bear the risk of loss of access to your Digital Asset Wallet, accounts, and Crypto.com App Services or Crypto.com Web Services, including, any loss of access related to the loss of your login and authentication details, Enabled Device, email account, or any other account identified to you, except to the extent otherwise required by law

7.4. Should you discover that your Enabled Device is lost or stolen or has been accessed or used in an unauthorized way, you shall notify us of the loss or theft, or unauthorized access or use, by emailing us at contact@crypto.com. In addition, where your Enabled Device has been accessed or used in an unauthorized manner, you should, as soon as possible, reset the login and authentication details on your Enabled Device.

7.5. Privacy and Personal Data.

7.5.1. These Terms incorporate by reference, as though they were fully restated herein, the provisions of the following terms and policies: (i) our Global and US privacy notices, accessible at https://crypto.com/privacy/global and https://crypto.com/us/privacy, respectively (together, the "**Privacy Notice**"), as they may be amended from time to time, and (ii) our cookies policy accessible at the Cookie Preference banner on our Site, as it may be amended from time to time.

7.5.2. By using the Crypto.com App Services, Crypto.com Web Services, and/or Site, you confirm that you have read and understood our Privacy Notice and understand how we may collect, use, disclose and share amongst ourselves your Personal Data and disclose such Personal Data to our authorized service providers and relevant third parties. You agree that your license to access the Crypto.com App Services or Crypto.com Web Services is subject to your continuing agreement to our Privacy Notice.

7.5.3. Without limiting anything in the Privacy Notice or in these Terms, you represent, warrant, acknowledge, and agree that:

7.5.3.1. we may process personal data relating to you and personal data relating to third parties when you provide personal data to us that relates to such individuals;

7.5.3.2. before disclosing any personal data to us, you have read and understood these Terms, and before disclosing the personal data of third parties, you have provided these Terms to the third parties and obtained their consent hereto;

7.5.3.3. any personal data that you disclose in connection with our Sites, the Crypto.com App Services or Crypto.com Web Services, or other services was or will be disclosed in accordance with all applicable privacy and data protection laws, and that all such data are current, accurate and relevant; and

7.5.3.4. where you access or use third-party services, you have read, understood and agreed to the privacy notices and other terms applicable to those services, and the processing of any personal data in connection therewith, both by us and the applicable third party.

7.5.4. You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to us and/or our service providers for the duration of your business relationship with us, solely to help us and/or our service providers identify you or your wireless device and to prevent fraud. See our Privacy Notice for how we treat your data.

8. User Acknowledgements, Representation, Warranties, Covenants – Electronic Communications.

8.1. You shall accept full responsibility for the security and authenticity of all Instructions sent via the Crypto.com App or Crypto.com Web and you shall be bound by all such Instructions. We shall be entitled to assume that all Instructions received from your Enabled Device via the Crypto.com App or Crypto.com Web are yours. We shall be under no obligation whatsoever to verify that such Instructions are in fact yours.

8.2. You are aware that Instructions and information transmitted via the Crypto.com App or Crypto.com Web are generally transmitted via the Internet and may be routed via public, transnational installations which 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.

8.3. 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.

8.4. 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 Crypto.com App Services or Crypto.com Web Services and that 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.

8.5. You acknowledge and agree that in the event of any dispute arising in connection with your use of the Crypto.com App Services or Crypto.com Web Services, our records (including electronic, computer and microfilm stored records) of all matters relating to your use of the Crypto.com App Services or Crypto.com Web 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.

9. Fees; Markup/Markdown.

9.1. Your use of the Crypto.com App Services or Crypto.com Web Services may be subject to certain Fees, which will, if applicable and to the extent permitted in your jurisdiction, be debited from your Digital Asset Wallet. The list of applicable Fees are set out on the Crypto.com App ([Home] > [Settings] > [About Crypto.com] > [Fees & Limits]) and on the Site and may be amended by Crypto.com from time to time.

9.2. Unless otherwise stated, all applicable Fees listed on the Crypto.com App and the Site are exclusive of any applicable Taxes and the actual Fee charged will be increased to account for any such applicable Taxes.

9.3. Crypto.com will issue a payment notice to you for any Fees or amount that you owe us, including any amount owed to us as a result of us exercising our rights under these Terms. If such amount is not repaid within 7 calendar days from the date of notification, you confirm and authorize Crypto.com to recover such amount from your other accounts with Crypto.com by debiting any assets in those accounts or otherwise setting off against amounts owed to you.

9.4. 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.

10. Other Provisions Applicable to Our Services.

10.1. Crypto.com reserves the right to, in its sole discretion, refuse to process or to cancel any pending request from you for any Digital Asset Transfer, Digital Asset Conversion or DA Conversion (each, a "**Transaction**"), including for purposes of compliance with Applicable Law.

10.2. Crypto.com securely stores 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 in order to facilitate a Transaction in accordance with your Instructions, which may delay the initiation or crediting of such Transaction for 48 hours or more. As a user of the Crypto.com App Services or Crypto.com Web Services, you accept the risk that a Transaction 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.

10.3. 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 Transactions you conduct, and to withhold, collect, report and remit the correct amounts of Taxes to the appropriate tax authorities. Your Transaction History for transactions on the Crypto.com App is available through the Crypto.com App. Your Transaction History for your transactions on the Crypto.com Web is available via the Crypto.com Web. We are not obligated to, nor will we determine whether, and to what extent, Taxes apply, or calculate, collect, report, or remit any Taxes on your behalf to any tax authority arising from any transaction.

10.4. The loading of Digital Asset to your Digital Asset Wallet and/or any Transaction 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 Crypto.com App or Crypto.com Web or Site but Crypto.com may, in its sole discretion, apply different limits to you specifically. Different Transaction limits may also apply to Transactions made on the Crypto.com Web (for more information please see here). We may also require you to submit additional information about yourself (including any person associated with you and your activities), provide records of, and arrange for meetings with Crypto.com staff to discuss your loading of Digital Asset to your Digital Asset Wallet or any Transaction you have affected.

10.5. Fees and account balances in the Crypto.com App or Crypto.com Web are not rounded, however, they may be displayed to you as rounded up or down to the nearest four decimal places.

10.6. Trading Tools and API Integrations

10.6.1. Use of Trading Tools

You may utilise various trading tools and integrations ("Trading Tools") to submit trade instructions to the Crypto.com App.

Trading Tools may include:

(a) proprietary automated trading bots
(b) application programming interface (API) integrations, e.g. with conversational or automated agents;
(c) integrations with third-party messaging platforms; and
(d) other user-authorised software tools,

each of which may interact with the Crypto.com trading APIs to transmit instructions determined or approved by You.

Trading Tools operate solely as a technical means of transmitting Your instructions to the Crypto.com App and do not constitute a separate investment service.

10.6.2. Authorised Instructions

You agree that:

(a) any instruction submitted via a Trading Tool that has been authorised by You (including through an API key generated within the Crypto.com App) constitutes a valid and binding instruction from You;
(b) Trading Tools execute instructions based solely on parameters, commands, or confirmations provided or approved by You;
(c) Crypto.com does not provide investment advice, recommendations, or discretionary portfolio management through any Trading Tool; and
(d) all trades executed via Trading Tools are conducted on an execution-only basis under these Terms.

10.6.3. API Keys and Credential Responsibility

Where a Trading Tool operates using an API key or similar authentication credential generated by You:

(a) You are responsible for safeguarding such credentials;
(b) any instruction submitted using a valid API key associated with Your account shall be treated as authorised by You, except where otherwise required under applicable law;
(c) You may revoke or disable API access at any time through the Crypto.com App.

10.6.4. Trading Subaccounts and Scope of Authority

Where a Trading Tool is linked to a designated Trading Subaccount:

(a) such Trading Tool shall only have authority to execute trades against the balance held in that subaccount;
(b) Trading Tools shall not have authority to withdraw funds or transfer assets between accounts;
(c) transfers of funds between subaccounts and your primary account must be performed directly within the Crypto.com App and subject to applicable authentication requirements.

10.6.5. Third-Party Infrastructure and Operational Risk

Certain Trading Tools may rely on third-party infrastructure, messaging platforms, or open-source software components that are not owned or controlled by Crypto.com.

You acknowledge that availability, latency, transmission timing, and system functionality may be affected by factors beyond Crypto.com's reasonable control.

Nothing in this section limits liability where such limitation is not permitted under applicable law.

10.6.6. Suspension and Risk Controls

We reserve the right to suspend, restrict, disable, or revoke access to any Trading Tool, including any supported integrations, at our sole discretion, including but not limited to where we determine, at our sole discretion, that:

(a) security concerns arise;
(b) abnormal or suspicious activity is detected;
(c) operational or regulatory requirements necessitate such action; or
(d) continued access may expose Users or the Platform to material risk.

10.7. Title; Safeguarding.

10.7.1. Except as otherwise specifically provided in these T&Cs, as between you and Crypto.com, title to the assets in your Digital Asset 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 for any loss caused by Crypto.com's willful misconduct. Except as in accordance with Applicable Law, or except as provided herein, Crypto.com will not sell, transfer, loan, hypothecate, or otherwise alienate such assets unless instructed by you. 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.

10.7.2. 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 12.8, and this Clause 10.7 does not abridge, modify, invalidate, supersede, or extinguish any of Crypto.com's rights as set forth in Clause 12.8 and elsewhere in this Agreement. Further, you acknowledge that, for the purposes of these T&Cs, Digital Assets of like kind are considered to be fungible assets, and your title to the assets in your Digital Asset Wallet gives you ownership rights in the corresponding amount of each kind of Digital Asset in your Digital Assets Wallet but not necessarily in a specifically-identified or specifically-identifiable token or other representation of such Digital Asset.

10.7.3. Crypto.com does not make any representation as to the likely treatment of the assets in your Digital Asset Wallets in the event that you, Crypto.com, or any third-party custodial service we may use becomes subject to an insolvency proceeding whether in the U.S. or in any other jurisdiction. 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.

10.7.4. Our custodial safeguarding institution(s) hold(s) your Digital Assets in omnibus accounts in the name of Foris DAX, Inc. for the benefit of its customers, segregated from Crypto.com's proprietary funds, and Foris DAX, Inc. earmarks such Digital Assets for each respective client.

10.8. State Specific Disclosures.

10.8.1. Foris DAX, Inc. is licensed by the Louisiana Office of Financial Institutions as a Money Transmitter. Please note the money transmission license issued to Foris DAX by the Louisiana Office of Financial Institutions does not cover the exchange or transmission of virtual currency. However, the Virtual Currency Business Activity License issued to Foris Services, Inc. by the Louisiana Office of Financial Institutions does apply to the exchange, custody, and transmission of virtual currency.

10.8.2. Please note that Foris DAX, Inc. d/b/a Crypto.com is licensed by the Tennessee Department of Financial Institutions as a money transmitter and that this license and the required surety bond do not cover the transmission of virtual currency. The Tennessee Department of Financial Institutions does not regulate virtual currency.

10.8.3. We prohibit access to our Services in the following jurisdictions: New York, any jurisdiction that is subject to Sanctions by any U.S. governing authorities, and any jurisdiction that we may determine poses an elevated financial risk, legal liability, or violates card network or bank policies, as we may determine from time to time.

10.9. Unclaimed Property. If you are inactive for a protracted period and we are unable to return any Digital Assets or return fiat currency in your account to your designated Permitted Bank Account (as defined in Addendum 1), then we may be required to report and remit such Digital Assets and fiat currency in accordance with any applicable state or jurisdiction unclaimed property laws. State unclaimed property law may require liquidation of the Digital Assets held in your account.

11. Intellectual Property.

11.1. Intellectual Property Ownership and Use.

You acknowledge and agree that:

11.1.1. the Crypto.com trademarks and logos, and any other logos, service marks, product names, and other proprietary indicia used in the Crypto.com App or Crypto.com Web, are the property of either Crypto.com or third party licensors (collectively, the "**Trademarks**");

11.1.2. the intellectual property rights in and to the Crypto.com App Services, Crypto.com Web Services, the Crypto.com App, Crypto.com Web, and the Site are either owned by us or licensed to us by third-party licensors, and, as between you and us, we are and will remain the sole and exclusive owner of all right, title, and interest in and to the Crypto.com App Services, the Crypto.com App, Crypto.com Web Services, Crypto.com Web, the Site, and all intellectual property related thereto

11.1.3. other than the license expressly granted by you in these Terms, no other rights are granted to you in respect of either the Trademarks, the Crypto.com App, Crypto.com Web, the Site, the Crypto.com App Services, or Crypto.com Web Services; and

11.1.4. no part or parts of the Crypto.com App or Crypto.com Web may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works, or otherwise used or commercially exploited in any manner or

by any means or stored in an information retrieval system without our prior written permission

11.2. Limited License to Use Customer Data.

Subject to these Terms, you hereby grant us a limited, royalty-free, fully paid up, non-exclusive, transferable, and sublicensable license to process the data you provide to us ("**Customer Data**") in the United States as necessary to provide the Services for your benefit as provided in these Terms for so long as you use our Services.

12. Limitation of Services / Termination / Account Closure / Security.

12.1. Crypto.com may at any time, and without liability to you, terminate, suspend, or limit your use of the Crypto.com App Services or Crypto.com Web Services (including freezing the Digital Assets in your account, freezing or closing your Digital Asset Wallet, freezing or closing your USD Account, 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 Addendum 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; (f) in Crypto.com's absolute opinion that an order or transaction has been executed based on an aberrant or erroneous value; or (g) in the event any of your representations, warranties, and certifications, including but not limited to your W-9 Certification, are no longer true, accurate, and/or complete, or in the event we discover or have reason to believe that any of your representations, warranties, and certifications were not true, accurate, and/or complete at the time during your relationship with us.

12.2. Such suspension, limitation, or termination described herein shall not abridge, suspend, terminate, or otherwise affect your obligations under these Terms and your obligations under these Terms will continue in the event of such suspension or termination described in Clause 12.1 above.

12.3. 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 Crypto.com App Services or Crypto.com Web Services for any reason whatsoever. Any limitation, suspension, or termination of your use of the Crypto.com App Services or Crypto.com Web Services for any reason whatsoever shall not release you from any liability or responsibility on your part that at the time of such limitation, suspension, or termination has already accrued.

12.4. 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).

12.5. If you wish to suspend or terminate your access to and use of any of the Crypto.com App Services or Crypto.com Web 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.

12.6. 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 deposits, or Lock up 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.

12.7. If you have a remaining balance in your account which has been suspended or closed, you are entitled to recover such Digital Assets from your Digital Asset Wallet and USD from your USD Account unless we are prohibited by law or a court order to release such Digital Assets or USD, respectively, or where we have reasonable grounds to suspect that such Digital Assets or USD 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.

12.8. 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 USD Accounts and Digital 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 and set off from the Security 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 USD Accounts and Digital Asset Wallets for obligations you owe to Crypto.com.

13. Customer Feedback, Queries, Complaints.

If you have any feedback, questions or complaints, please contact us via email at https://chat.crypto.com or through our live chat available on the Crypto.com App or Crypto.com Web. While we strive to respond to you as soon as possible, 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.

14. Disclaimer of Warranty; Limitation of Liability.

14.1. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY LAW, CRYPTO.COM DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU, YOUR AFFILIATES OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING TITLE, NON-INFRINGEMENT, TIMELINESS, QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE (REGARDLESS OF

ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) OF ANY SERVICE OR ANY GOODS PROVIDED INCIDENTAL TO THE CRYPTO.COM APP SERVICES OR CRYPTO.COM WEB SERVICES PROVIDED UNDER THESE TERMS. ADDITIONALLY, CRYPTO.COM DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WHILE CRYPTO.COM ATTEMPTS TO MAKE YOUR USE OF THE CRYPTO.COM APP SERVICES AND CRYPTO.COM WEB 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:

14.1.1. RE-SUPPLYING, REPLACING, OR REPAIRING THE RELEVANT SERVICES; OR

14.1.2. PAYING THE COST OF THE RE-SUPPLYING, REPLACEMENT, OR REPAIRING OF THE RELEVANT SERVICES.

14.2. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CRYPTO.COM OR ANY OF CRYPTO.COM'S REPRESENTATIVES BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGE OR CLAIMS:

14.2.1. DUE TO AN UNUSUAL OR UNFORESEEABLE EVENT, OUTSIDE OUR REASONABLE CONTROL AND THE CONSEQUENCES OF WHICH COULD NOT HAVE BEEN AVOIDED EVEN IF ALL DUE CARE HAD BEEN EXERCISED (INCLUDING, BUT NOT LIMITED TO, FORCE MAJEURE EVENTS);

14.2.2. ARISING FROM OR IN CONNECTION WITH:

14.2.2.1. ANY INTERRUPTION, DELAY, SUSPENSION, DISCONTINUANCE, OR FAILURE OF THE CRYPTO.COM APP, CRYPTO.COM WEB, CRYPTO.COM APP SERVICES, OR CRYPTO.COM WEB SERVICES;

14.2.2.2. ANY REFUSAL TO PROCESS OR AUTHORIZE, OR ANY REVERSAL OF, ANY TRANSACTION FOR ANY REASON;

14.2.2.3. YOUR INABILITY TO EFFECT OR COMPLETE ANY TRANSACTION DUE TO SYSTEM MAINTENANCE OR BREAKDOWN / NON-AVAILABILITY OF THE CRYPTO.COM APP, CRYPTO.COM WEB, NETWORK, OUR HARDWARE, OR SOFTWARE OR THAT OF ANY THIRD PARTIES;

14.2.2.4. USE OF YOUR ENABLED DEVICE AND THE CRYPTO.COM APP SERVICES OR CRYPTO.COM WEB SERVICES BY THIRD PARTIES, WHETHER AUTHORIZED OR UNAUTHORIZED BY YOU; ANY THEFT OR LOSS OF YOUR ENABLED DEVICE; OR

14.2.2.5. ANY UNAUTHORIZED OR INELIGIBLE USE OF THE CRYPTO.COM APP SERVICES OR CRYPTO.COM WEB SERVICES CONTRARY TO THESE TERMS;

14.2.3. DUE TO COMPLIANCE WITH APPLICABLE LAWS AND/OR COURT ORDERS;

14.2.4. ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, AN Addendum, OR THE SERVICES FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOST

DATA, OTHER INTANGIBLE LOSSES, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES TO THESE TERMS, REGARDLESS OF WHETHER SUCH DAMAGES WERE DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, OR WHETHER OUR OR OUR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND

14.2.5. RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES, YOUR ACCOUNT, OR ANY INFORMATION CONTAINED THEREIN.

14.3. IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE ARISING IN CONNECTION WITH THE SERVICES, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE FEES YOU PAID US FOR YOUR USE OF THE RELEVANT SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

14.4. Crypto.com shall not be liable for fault on the part of any third-party service providers instructed by us. In such cases, our liability shall be limited to using reasonable care in the selection, appointment, and instruction of such third-party service providers (but not of any subcontractor or other third party such third-party service provider may use).

14.5. Nothing in these Terms shall operate to limit or exclude any liability for fraud, gross negligence, or for death or personal injury resulting from negligence.

14.6. IF YOU ARE DISSATISFIED WITH THE SERVICES OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. THE FOREGOING DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY PROVISIONS SET FORTH ABOVE IN THIS CLAUSE 14 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US.

14.7. AS SET FORTH MORE FULLY IN SECTION 16 BELOW, THE PARTIES AGREE THAT ANY CLAIMS AGAINST THE OTHER UNDER THESE TERMS MAY ONLY BE BROUGHT ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. NO COURT OR ADJUDICATOR MAY CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ANY RELIEF AWARDED TO ANY USER OF THE CRYPTO.COM APP SERVICES OR CRYPTO.COM WEB SERVICES CANNOT AND MAY NOT AFFECT ANY OTHER USERS.

15. Indemnification.

15.1. You agree to indemnify and hold Crypto.com and its third-party service providers, each of their respective Affiliates, and each of the foregoing parties' respective shareholders, members, managers, officers, directors, agents, joint venture entities, employees, and representatives, harmless from any first-party or third-party claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any governmental or regulatory authority) arising out of or related to (a) your breach of any of these Terms; (b) your breach of any of the terms of our

third-party service providers; (c) your use of the Crypto.com App, Crypto.com Web, the Crypto.com App Services and/or Crypto.com Web Services, including but not limited to USD Account; (d) any act or omission on your part related to Crypto.com, the Crypto.com App, Crypto.com Web, the Crypto.com App Services and/or Crypto.com Web Services, including but not limited to USD Account; (e) your violation of any Applicable Laws or regulations of any jurisdiction, or the rights of any third party; and (f) any inaccuracy or omission in any of your representations, warranties, and certifications at any time, including but not limited to your W-9 Certification.

16. Dispute Resolution; Binding Arbitration; Class Waiver.

16.1. Please read the following section 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 these Terms. In addition, arbitration precludes you from suing in court or having a jury trial.

16.2. No Representative Actions; Class Waiver.

You and Crypto.com agree that any dispute, including but not limited to disputes 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.

16.3. 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**. This agreement to arbitrate disputes includes, 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.

16.4. 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 or by certified mail addressed to 110 N College Ave., Suite 500, Tyler, Texas 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 JAMS, or, under the limited circumstances set forth above, in court. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator, unless they qualify for different treatment pursuant to Section 16.5 below. 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, JAMS shall designate an arbitrator who maintains his or her primary residence in the State of Florida. The most recent version of the JAMS Comprehensive Arbitration Rules & Procedures (the "**JAMS Rules**") are available on the JAMS website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

16.5. Mass Arbitration.

To the extent that multiple arbitrations are filed against Crypto.com and qualify as "Mass Arbitrations" pursuant to the JAMS Mass Arbitration Procedures and Guidelines, then such rules shall apply to the arbitration proceeding(s).

16.6. Applicability of the Federal Arbitration Act and Delegation Provision.

You and Crypto.com agree that these Terms affect interstate commerce and that the enforceability of this Clause 16 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, the existence, scope, validity, and arbitrability of these Terms, and which rules to apply in the arbitration pursuant to the provisions in this Clause 16. 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.

16.7. Confidentiality.

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.

16.8. Attorneys' Fees and Costs

The parties shall bear their own attorneys' fees in arbitration unless the arbitrator finds that either the substance of the dispute or the relief sought in the request was frivolous or was brought for an improper purpose (as measured by the standards set forth by Florida law). If you or Crypto.com need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable attorneys' fees incurred in securing an order compelling arbitration.

16.9. Fees; Appellate and Enforcement Jurisdiction.

You and Crypto.com agree that for any individual arbitration you initiate, you will pay the filing fee and Crypto.com will pay the remaining JAMS fees and costs, unless otherwise stated. For any Mass Arbitration (see Clause 16.5), the parties' respective responsibilities for JAMS fees and costs shall be determined pursuant to the JAMS Mass Arbitration Procedures and Guidelines. You and we agree to work together in good faith to ensure that arbitration remains efficient and cost-effective for all parties. The arbitrator shall have the authority to award sanctions against parties and their counsel consistent with the standard set forth in Federal Rule of Civil Procedure 11, or as otherwise may be permitted under JAMS Rule 29. You and we agree that, if the amount in controversy exceeds $250,000, any party may elect to appeal an arbitration award pursuant to the JAMS Optional Arbitration Appeal Procedure then in effect. If a party elects to appeal an arbitration award, the appeal shall be heard by a panel of three neutral arbitrators selected in accordance with the JAMS Optional Arbitration Appeal Procedure. The appellate panel shall apply the same standard of review that the first-level appellate court would apply to an appeal from the trial court decision. The decision of the appellate panel shall constitute the final arbitration award for purposes of judicial enforcement. You and Crypto.com agree that the state or federal courts of the State of Florida and the United States sitting in Miami-Dade County, Florida have exclusive jurisdiction over any appeals and the enforcement of an arbitration award that is not subject to elective appeal pursuant to the JAMS Optional Arbitration Procedure as set forth above.

16.10. Governing Law in Arbitration Proceeding.

The arbitrator shall apply the law of the State of Florida to all substantive issues in the dispute; provided, however, that in the event that the law of the State of Florida shall be deemed unenforceable due to the law of the state in which the customer resides, the arbitrator shall apply the law of the state in which the customer resides. Notwithstanding anything herein to the contrary, the arbitrator shall apply the laws of the State of Florida and the FAA to interpret and enforce these Terms to arbitrate disputes and each of its provisions, including with regard to any issues over acceptance of these Terms to arbitrate disputes. Judgment on the award rendered may be entered by any court of competent jurisdiction.

16.11. Right to Opt Out of Binding Arbitration.

You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted these Terms by sending a written opt-out notice via certified mail to 110 N College Ave., Suite 500 Tyler, Texas 75702 . In order 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 the applicable terms of this Clause 16.

16.12. Arbitrator Appointment.

Any arbitrator appointed under this Clause 16 will be selected by the parties from JAMS's roster of arbitrators. You and we agree that the arbitrator shall be appointed in accordance with JAMS's strike and rank process set forth in Rule 15 of the JAMS Rules.

16.13. Severability.

If any portion of this Clause 16 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 16 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Clause 16; 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 16 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 16 will be enforceable.

16.14. Application of Terms to Disputes

Notwithstanding anything to the contrary in these Terms, and to the extent not prohibited by law, this Clause 16 shall apply to all disputes, whether now existing or hereafter arising, whether related to any matter occurring prior to or after the Effective Date hereof, arising from or in connection with your use of the Crypto.com App Services.

17. Order of Precedence.

17.1. These Terms shall supersede in their entirety any prior or earlier dated version thereof. 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 Crypto.com App Services or Crypto.com Web Services, whether occurring or arising prior to or after the Effective Date hereof.

17.2. All Addendumes are incorporated herein by reference. Notwithstanding anything to the contrary herein or therein, in the event of any conflict or inconsistency between these Terms and any Addendum, such conflict or inconsistency shall be resolved in accordance with Clause 1.2.

18. U.S.A. PATRIOT ACT Disclosure.

To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act, a Federal law, requires all financial institutions to obtain, verify, and record information that identifies each person and each legal entity that opens an account. What this means for you: When you or your firm open an account, we will ask for some basic information that will allow us to identify you. If you are opening an account on behalf of a business entity, documents relating to its formation, existence and authority may also be requested. You agree to provide such information as requested. Further, we hereby make all the same representations and warranties relating to compliance with the USA PATRIOT Act as those made in our Privacy Notice.

19. General / Miscellaneous Provisions.

19.1. Amendment and Variation.

These Terms may from time to time be updated or amended. We will post any such updates on the Crypto.com App, Crypto.com Web, or Site. Such updated Terms as posted will take effect immediately unless otherwise indicated, but will not apply retroactively. You should regularly check the Crypto.com App, Crypto.com Web, and Site to inform yourself of any such changes. In addition, we may at any time change, add, or remove any feature or functionality of the Crypto.com App or Crypto.com Web without prior notice. By continuing to use the Crypto.com App, the Crypto.com App Services, Crypto.com Web, and/or Crypto.com Web Services after any such change, you are indicating your acceptance of the updated or amended Terms as well as your acceptance of the updated Crypto.com App or Crypto.com Web. . If you do not agree with any such change or amendments, your sole and exclusive remedy is to terminate your use of the Services and close your account .

19.2. Transfer, Assignment, Delegation.

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 Crypto.com App Services or Crypto.com Web Services. Any attempted transfer or assignment in violation hereof shall be null and void.

19.3. Severability.

If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any Applicable Laws.

19.4. Entire Agreement / Translation.

19.4.1. These Terms, including all the addenda hereto, which are incorporated herein by reference, 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.

19.4.2. These Terms are set forth 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.

19.5. Waiver.

19.5.1. These Terms shall not be waived in whole or in part except where agreed by all parties in writing.

19.5.2. 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 in these Terms is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

19.6. Notices & Communications.

19.6.1. By using the Crypto.com App Services or Crypto.com Web Services, you agree that we may provide you with any notices or other communications, including marketing, relating to your use of the Crypto.com App Services or Crypto.com Web Services electronically, at our option: (a) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), or (b) by posting to the Site or Crypto.com App or Crypto.com Web. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. You will be given the option to unsubscribe from receiving any marketing material from us.

19.6.2. Notices to us should be sent electronically to our support system at https://contact.crypto.com.

19.7. Third-Party Beneficiaries / Rights.

Other than any entities within the Crypto.com group, a person who is not a party to these Terms has no right to enforce any of these Terms. Notwithstanding the foregoing or anything herein to the contrary, these Terms shall apply to your heirs, assigns, guardians, agents acting under a valid power of attorney, personal representatives, executors, and other fiduciaries.

19.8. Governing Law & Venue.

Any dispute arising from these Terms, an Addendum, or your use of the Services, whether brought in arbitration, small claims, or in a state or federal court, will be governed by and construed and enforced in accordance with the laws of the State of Florida except to the extent preempted 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. Finally, to the extent permitted by applicable law, in the event that your dispute is adjudicated in court instead of arbitration, you agree to proceed only on an individual basis and not on a consolidated, class wide, or representative basis.

ADDENDUM 1 – CRYPTO.COM CASH (USD) ACCOUNT

The full Terms and Conditions for the Crypto.com Cash (USD) Account can be found at the following link: *https://crypto.com/document/van* (the "**USD Account Terms**") and are hereby incorporated herein by reference. In the event that there is any conflict between the terms and conditions set forth therein and these Terms, including, but not limited to, provisions related to governing law and forum, arbitration, class waivers, and dispute resolution, then these Terms shall supersede and prevail.

1. Top-ups to Your USD Account

1.1. You may top-up your USD Account by instructing a USD bank transfer (cash and/or third- party deposits are not accepted) ("**USD Top-up**") if you have an active account with a credit or financial institution located in a reputable jurisdiction and authorized to execute USD transfers as supported by us ("**Permitted Bank Account**"), by following the instructions and providing the relevant information set out in the Crypto.com App or Crypto.com Web. If the bank account you provide us with under this Clause is not a Permitted Bank Account, your transfer instruction will be deemed an Erroneous Top-up Instruction and subject to paragraph (1.8) below. Where this functionality has been made available to you, you may also top up your USD Account with available funds from your affiliated trading account.

1.2. Our USD Top-up service may be either provided directly by us, our Affiliate, or by our licensed third-party payment partners ("**Payment Service Partners**"). By sending us a USD Top-up instruction through the Crypto.com App or Crypto.com Web, you agree and authorize us, our Affiliate, or our Payment Service Partners, to the extent applicable, to handle and process your USD Top-up instructions and hold such funds in segregated customer funds account(s) in accordance with Applicable Law.

1.3. You shall only make a USD Top-up if you are the registered beneficial owner of both the bank account you instruct the payment from and your Crypto.com account. We do not accept or support any USD Top-up instructions made by any third parties and any such instructions will be deemed Erroneous Top-up Instructions and will be subject to paragraph (1.8) below. If you are the registered beneficial owner of both the bank account you use with us and your Crypto.com account, but the registered account names are inconsistent for whatever reason, we may require you to provide additional ownership proof prior to the completion of the USD Top-Up and such process will cause delay to the USD Top-up.

1.4. USD Top-ups are subject to our prescribed fees and limits as referenced in the Schedule A to the USD Account Terms. Any fees chargeable by your bank and/or their intermediary banks relating to the USD Top-up, including but not limited to any administration or currency conversion fees, intermediary bank processing fees, your bank and recipient bank's processing fees ("**USD Top-up Fees**") shall be borne by you entirely. Please note that different fees and limits may apply to USD Top-ups via the Crypto.com Web.

1.5. Upon confirmation by us or our Payment Services Partners that your USD Top-up instruction has been affected and upon receipt and successful identification of the respective deposit, we will credit the corresponding value of the funds less any USD Top- up Fees to your USD Account. You should allow up to 5 business days for the funds to reach your USD Account.

1.6. Any funds in your USD Account shall only be used for (i) purchasing of Digital Asset(s) on the Crypto.com App or Crypto.com Web; (ii) withdrawing such funds to your verified personal bank account through the Crypto.com App; or (iii) other uses as permitted by applicable terms and conditions. No USD Account transfers to other customers (peer-to-peer) or accounts will be accepted or processed.

1.7. All USD Top-ups are not reversible or refundable, unless we determine, at our absolute discretion, that it is in our interest to do so. In addition, we may, at our absolute discretion, reverse, cancel, void or refuse to process any USD Top-up instructions.

1.8. Subject to Applicable Law and without prejudicing our rights to claim further damages from you, you shall immediately indemnify us for any loss and damage and expenses arising from any mistaken, erroneous or fraudulent USD Top-up Instructions (which may include depositing to a wrong recipient bank account, transactions made from or to a non-Permitted Bank Account or from or to a non-supported payment scheme, or transfers exceeding our prescribed limits) given by you or sent from your account (collectively "**Erroneous Top-up Instruction(s)**"). The erroneous or fraudulent nature of your instruction shall be determined by us based on reasonable evidence. You further agree that if we are required to return any fund to its origin due to any Erroneous Top-up Instructions; (i) we are entitled to charge an administration fee of an amount up to $100 per return; (ii) any fees incurred from such return shall be borne by you entirely; (iii) you shall reimburse us such fees immediately upon our request; and (iv) funds will only be remitted to the bank account from which such funds were originally received.

1.9. You can only transfer money to your USD Account by the means of a bank transfer; no cash deposits are accepted by Crypto.com.

2. Withdrawals from Your USD Account

2.1. You may withdraw USD by instructing a bank transfer, ("**USD Withdrawal**"), from your USD Account to a verified Permitted Bank Account, meaning a Permitted Bank Account from which you have previously made a successful deposit, by following the available instructions and providing the relevant information as requested in the Crypto.com App. Our USD Withdrawal service is provided by us, our Affiliates, or a Payment Service Partner. By sending us a USD Withdrawal instruction through the Crypto.com App, you agree and authorize us, our Affiliates, and our Payment Service Partners (as applicable) to handle and process your USD Withdrawal instructions and transfer your withdrawn funds to the bank account provided by you ("**Withdrawal Bank Account**"). Where this functionality has been made available to you, you may also withdraw funds to a segregated account for use by your affiliated trading account.

2.2. You shall only make a USD Withdrawal if you are the registered beneficial owner of both the Withdrawal Bank Account and your Crypto.com account. We do not accept or support any USD Withdrawal instructions made by any third parties and any such instructions will be deemed an Erroneous Withdrawal Instruction and subject to paragraph (2.6) below. If you are the registered beneficial owner of both the Withdrawal Bank Account and your Crypto.com account, but the registered names are inconsistent for whatever reason, we may require you to provide additional proof of ownership prior to the completion of the USD Withdrawal and such process will cause delay to the USD Withdrawal.

2.3. We do not charge any fees for USD Withdrawals, however, any fees chargeable by your bank and any intermediary banks relating to the USD Withdrawal, including but not limited to any administration or currency conversion fees, intermediary banks processing fees, and recipient bank's processing fees ("**USD Withdrawal Fees**") shall be borne by you entirely.

2.4. USD Withdrawals are subject to our prescribed limits as referenced in the Schedule A to the USD Account Terms. Please note that different limits may apply to USD Withdrawals via the Crypto.com Web and USD Withdrawals may or may not be supported via the Crypto.com Web feature.

2.5. Upon confirmation by the Payment Services Partners that your USD Withdrawal instruction has been accepted and your withdrawal has been executed, you should allow up to 5 business days for the transfer to reach your designated Withdrawal Bank Account.

2.6. All USD Withdrawals are not reversible or refundable, unless we determine, at our absolute discretion to do so. In addition, we may, at our absolute discretion, reverse, cancel, void or refuse to process any USD Withdrawals.

2.7. Without prejudicing our rights to claim further damages from you, you shall immediately indemnify us for any loss and damage and expenses arising from any mistaken, erroneous or fraudulent USD Withdrawal instructions (which may include depositing to a wrong recipient bank account, transactions pertinent to unauthorized or fraudulent transfers previously effected within the Crypto.com App, transactions made from or to a non-Permitted Bank Account, transfers made to a closed or blocked bank account, any transferred amounts that exceed our prescribed limits) given by you or sent from your account (collectively "**Erroneous Withdrawal Instruction(s)**"). The erroneous or fraudulent nature of your instruction shall be determined by us based on reasonable evidence.

3. Errors or Questions about your USD Account

3.1. If you think an error has occurred in your USD Account, including any unauthorized or disputed transactions, promptly provide notice through the Crypto.com App or by calling 1-888-824-8817. We will allow you to report an error until 60 days after the earlier of the date you electronically access your USD Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by visiting the Crypto.com App or by calling 1-888-824-8817. You will need to tell us: (1) your name and Crypto.com account identifier; (2) why you believe there is an error, and the dollar amount involved, and (3) approximately when the error took place. If you tell us orally, we will require that you send your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your USD Account within 10 business days for the amount you think

is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within 10 business days, we may not credit your USD Account. For errors involving new USD Accounts (that is, USD Accounts for which the initial deposit occurred within the last 30 days), or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. We will tell you the results within three business days after completing the investigation. If we decide that there was no error, we will send you a written explanation and debit your USD Account for the amount of the provisional credit. You may ask for copies of the documents that we used in our investigation. We may restrict your USD Account for security reasons while we investigate. We will notify you when restrictions are placed and when they are removed.

ADDENDUM 2 – DIGITAL ASSET WALLET

1. **Top-ups to Your Digital Asset Wallet from an External Wallet.** You may load Digital Asset(s) to your Digital Asset Wallet by effecting a transfer of such Digital Asset from any external wallet to the relevant address for your Digital Asset Wallet, which will be available on the Crypto.com App or Crypto.com Web.

   1.1. You acknowledge and agree that it is your responsibility to ensure that:

      1.1.1. the correct address for your Digital Asset Wallet (as reflected on the Crypto.com App or Crypto.com Web) is entered when you effect a transfer of Digital Asset from your external wallet to your Digital Asset Wallet; and

      1.1.2. only the Digital Assets that are supported by the Digital Asset Wallet and Digital Wallet address will be transferred to your Digital Asset Wallet.

   1.2. You also acknowledge that:

      1.2.1. the transfer of any Digital Asset to an incorrect address (i.e. an address other than the correct address for your Digital Asset Wallet); or the transfer of any type of Digital Asset that is not supported by the Digital Asset Wallet will result in the irreversible loss of such Digital Asset.

      1.2.2. We shall bear no liability for any such loss of Digital Assets or other value.

   1.3. Excluding erroneous transfers, a transfer of Digital Asset to your Digital Asset Wallet is only deemed to be confirmed when the balance of your Digital Asset Wallet (as reflected in the Crypto.com App or Crypto.com Web) has been updated to reflect such transfer.

   1.4. Crypto.com reserves the right to reject any transfer of Digital Asset to your Digital Asset Wallet. In such a scenario, the relevant Digital Asset will not be credited to your Digital Asset Wallet and Crypto.com will affect a transfer of the same amount of the relevant Digital Asset, less any applicable fees, back to the address from which it was sent.

2. **Digital Asset Transfers**. You may transfer any Digital Asset from your Digital Asset Wallet to a specified external address or to another Crypto.com App user via the Crypto.com App, with the exception of certain Digital Assets which are not supported in respect of Digital Asset Transfers, as determined by Crypto.com at its sole discretion, and subject to change from time to time.

   2.1. Crypto.com processes all Digital Asset Transfers according to the Instructions received from you and does not guarantee the identity of any recipient. You should verify all transaction information prior to submitting Instructions for a Digital Asset Transfer to Crypto.com as the Digital Asset Transfer may not be canceled or reversed once processed by Crypto.com unless Crypto.com decides at its sole discretion that the transaction should be canceled or reversed and is technically capable of such cancellation or reversal. You acknowledge that you are responsible for ensuring the accuracy of any Instructions submitted to Crypto.com and that any errors may result in the irreversible loss of your Digital Asset.

2.2. You agree to have sufficient Digital Asset in the Digital Asset Wallet prior to instructing Crypto.com to affect any Digital Asset Transfer. If your Digital Asset in your Digital Asset Wallet is not sufficient to cover the amount required for Crypto.com to complete the Digital Asset Transfer, Crypto.com will not proceed to affect the Digital Asset Transfer and Crypto.com is under no obligation to attempt to fulfill your Digital Asset Transfer using an alternative method of transfer. You hereby authorize us to debit your Digital Asset Wallet(s) for the full amount required for Crypto.com to complete the Digital Asset Transfer.

2.3. We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party. We are not responsible for ensuring that a third-party buyer or a seller you transact with will complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party using Digital Assets transferred from your Digital Asset Wallet, or if you have a dispute with such a third party, you should resolve the dispute directly with that third party.

2.4. The Digital Asset Transfer service is not available on the Crypto.com Web .

3. DA Conversions

3.1. When effecting a DA Conversion, you are buying such Digital Asset from Crypto.com directly or selling a Digital Asset to 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 Asset. Crypto.com will not be acting as a broker. Crypto.com applies a markup on the DA Conversion. You agree to pay any fees (if applicable) and the markup ad when using the Services.

3.2. For a DA Conversion whereby you purchased a Digital Asset with USD to be effected, you may effect a payment to Crypto.com via:

3.2.1. your Eligible Card by providing your Eligible Card details, as well as the relevant amount to be converted, through the Crypto.com App or Crypto.com Web. 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 Digital Asset Wallet;

3.2.2. 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 Crypto.com App or Crypto.com Web. 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 Digital Asset Wallet;

3.2.2.1. such other additional payment methods or payment instruments that Crypto.com may from time to time approve.

3.2.3. 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 DA Conversions.

3.2.4. All 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 USD Account for any amount necessary to complete the transaction.

3.2.5. We reserve the right to cease any Third-Party Digital Wallet Application functionality enabled in the Crypto.com App or Crypto.com Web at our sole discretion without notice to you.

3.2.6. We do not guarantee the availability of any exchange rate.

3.2.7. 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.

3.2.8. All sales involving a DA Conversion transaction are final.

ADDENDUM 3-A – REWARDS PROGRAM AND MISSIONS

The full Terms and Conditions for the Rewards Program and Missions can be found at the following link: *https://crypto.com/document/rewards_program_rules* and are hereby incorporated herein by reference. **In the event that there is any conflict between the terms and conditions set forth therein and these Terms, including, but not limited to, provisions related to governing law and forum, arbitration, class waivers, and dispute resolution, then these Terms shall supersede and prevail.**

ADDENDUM 3-B – REWARDS RELATED TO CRYPTO.COM PREPAID VISA CARDS

1. **Cryptocurrency Rewards.** Certain activities related to the CRYPTO.COM Prepaid Visa Cards may earn rewards as set forth on our Site (as amended from time to time). **It is important to note that any rewards paid in cryptocurrency will be loaded to your Digital Asset Wallet and NOT on your CRYPTO.COM Prepaid Visa Card, and such rewards are not issued by or the responsibility of the issuing bank of the CRYPTO.COM Prepaid Visa Card.** These rewards may include earning cryptocurrency each time you use your CRYPTO.COM Prepaid Visa Card for purchases, airport lounge access, discounts with merchants, and other rewards. In some cases, you may need to sign up with third-party partners to take advantage of these rewards and agree to their terms and conditions. In all cases the level of rewards you receive will depend on the amount of cryptocurrency you agree to Lock up or stake with Crypto.com, depending upon your State of residence, or payment of a recurring subscription fee. Customers who live in a State in which the staking services are unavailable will receive rewards based on the amount of cryptocurrency they Lockup with Crypto.com. Customers who live in a State in which the staking services are available, will receive rewards based on the amount of cryptocurrency they stake. **You will lose access to some or all of these rewards if you discontinue the required Lockup, stake or subscription, as applicable, at Crypto.com's sole discretion.** All rewards granted by Crypto.com are gratuities and are granted at Crypto.com's sole discretion. You can find additional details on our Site. In case of errors or questions about your rewards, please contact CRYPTO.COM Prepaid Visa Card Customer Service at 1-888-824-8817 or the telephone the number on the back of your Card or through the CRYPTO.COM Prepaid Visa Card or Crypto.com App or write to Foris Inc., CRYPTO.COM Prepaid Visa Customer Service, 110 N College Ave., Suite 500 Tyler, Texas 75702, as soon as you can. You shall have seven (7) days following the award or redemption of the reward to notify us about any errors. Errors will be researched and resolved within 30 days of notice.

ADDENDUM 4 – CRYPTO EARN

The full Terms and Conditions for Crypto Earn can be found at the following link: *https://crypto.com/document/crypto_earn* and are hereby incorporated herein by reference. **In the event that there is any conflict between the terms and conditions set forth therein and these Terms, including, but not limited to, provisions related to governing law and forum, arbitration, class waivers, and dispute resolution, then these Terms shall supersede and prevail.**

ADDENDUM 5 – CRYPTO.COM PAY

1. Crypto.com offers a payment solution within the Crypto.com App that enables users to send Digital Assets to other users and pay registered merchants with the supported Digital Asset of their choice ("**Crypto.com Pay**"). A receipt will be sent to your registered email address once a Crypto.com Pay transfer or purchase has been confirmed.

2. If you pay for a purchase via Crypto.com Pay with CRO, you may be entitled to receive a certain amount of CRO back ("**Pay Rewards**") via the Crypto.com App after you have successfully completed your qualifying purchase from a qualifying merchant. This entitlement and the corresponding amount of Pay Rewards may be contingent upon the merchant of record and the amount of CRO you have Locked up. Crypto.com reserves the right to not process a payment for any reason, refuse to pay any Pay Rewards or add, remove, or change the list of qualifying merchants.

3. All refunds will be made in CRO regardless of the type of Digital Asset you may have used to pay for your Crypto.com Pay purchase. All refunds will be subject to a handling fee of 10 CRO, unless otherwise stated. Refunds below 10 CRO or its equivalent will not be processed, except where required by law.

4. Crypto.com has the sole discretion in determining whether Pay Rewards shall be granted or whether you shall be eligible for any refund. If you believe that you are entitled to any unreceived Pay Rewards, or your transaction is otherwise eligible for a refund, please contact us at us at contact@crypto.com.

ADDENDUM 6 – CRYPTO.COM GIFT CARDS

1. Crypto.com partners with third-party gift card providers ("**Gift Card Providers**") to offer gift cards, gift certificates, and other forms of prepaid access and stored value (each a "**Gift Card**") which you may purchase via the Crypto.com App. Prior to purchasing a Gift Card, please check and be aware of any expiry date, jurisdiction limitation and any disclaimers given by the issuer of the Gift Card ("**Gift Card Issuer**") or the Gift Card Providers. It is your responsibility to carefully read and observe all terms, conditions, and disclosures relating to your purchase and use of the Gift Card. Except where required by Applicable Laws, we are unable to refund a Gift Card under any circumstance that is not set forth herein. After you purchase a Gift Card, you will receive the redemption instructions via email at the email address that you last provided to us through appropriate channels and as evidenced in our records ("**Gift Card Redemption Instructions**"). You may then redeem the Gift Card in accordance with the Gift Card Redemption Instructions.

2. For a Gift Card that has been delivered to you via email or the Crypto.com App, unless we made a mistake by selling you a Gift Card that is not redeemable in the United States, we shall not be obliged to and will not refund to you the purchase value of the Gift Card. Please be aware that certain Gift Cards may only be redeemed within specified jurisdictions.

3. For a Gift Card that is unable to be delivered to you after payment has been received by us due to system failure or if the Gift Card is out of stock or unavailable at the time of the transaction, we shall refund to you the purchase value of the Gift Card in full.

4. Your order and use of the Gift Card is fulfilled and delivered by the Gift Card Providers, if you encounter any issues arising from the Gift Card, including the redemption of the Gift Card, we will assist you in contacting the Gift Card Provider to resolve the issues. Notwithstanding the foregoing, we shall not be responsible for the delivery or your use of or redemption of the Gift Card.

5. The risk of loss and title for Gift Cards pass to you upon the electronic transmission or transfer of the Gift Card to you or the designated recipient. You are solely responsible for safeguarding the Gift Card from unauthorized use and Crypto.com shall not be responsible if any Gift Card is lost, stolen, destroyed, or otherwise used without your permission. You agree that the Gift Card Provider and/or the Gift Card Issuer are responsible for any local requirements that relate to the respective Gift Card(s) that they provide, issue, or otherwise make available and that any discrepancy associated with such local requirements shall be disputed between you and the Gift Card Provider and/or Gift Card Issuer.

6. In the event that a Gift Card Provider or Gift Card Issuer assigns the benefit of its credits to a third party, is declared insolvent, or has appointed or arranged to appoint a receiver or trustee in bankruptcy to take charge of all or part of its property and is therefore unable to fulfill your use or redemption of the Gift Card, except as expressly stated herein or otherwise provided by any Applicable Laws, Crypto.com shall not be obliged to and will not refund to you the purchase value of the Gift Card and there is a chance that you are unable to recover any amount from the Gift Card Provider or Gift Card Issuer.

ADDENDUM 7 – PAY AIRTIME

1. Crypto.com offers a feature within the Crypto.com App that enables users to top up a prepaid phone number by purchasing mobile airtime with certain Digital Assets ("**Pay Airtime**"). Prior to purchasing Pay Airtime, please check and be aware of the restrictions and/or limitations regarding the purchase and use of Pay Airtime. It is your sole responsibility to carefully read and observe all such restrictions and/or limitations, we shall not be obliged to and will not offer any refund due to your negligence or oversight in observing any restrictions and/or limitations regarding the purchase or use of Pay Airtime. After you purchase Pay Airtime, you will receive a confirmation email at your last known email address in our records. The confirmation email acts as a record of the purchase and may include redemption instructions ("**Pay Airtime Redemption Instructions**") depending on your network operator. You may then redeem the Pay Airtime in accordance with the Pay Airtime Redemption Instructions.

2. It is your sole responsibility to ensure the accuracy and correctness of the necessary information to enable your use of Pay Airtime, including, but not limited to, the phone number, the country, the network operator and the amount of the top-up. We shall not be responsible for any consequences arising from the inaccuracy and incorrectness of any information provided by you.

3. For Pay Airtime that is unable to be redeemed after payment has been received by us due to our system failure, we shall refund to you the purchase value of the Pay Airtime in full.

4. The purchase and use of Pay Airtime is enabled by your network operator. If you encounter any issues arising from Pay Airtime including the activation of the Pay Airtime, we will use reasonable endeavors to assist you to contact your network operator to resolve the issues, and it is in the sole discretion of your network operator to determine how to correct the issues. With regards to such issues, we shall not be obliged to and will not refund to you the purchase value of the Pay Airtime.

ADDENDUM 8 – ONE-TIME CARD

1. DEFINITIONS

The definitions set forth in this Clause 1 of these One-Time Card Terms apply solely to these One-Time Card Terms. Defined terms used herein not otherwise defined shall have the same meaning as in the T&Cs. To the extent of any conflict between the definitions set forth in this Clause 1 of these One-Time Card Terms and the definitions set forth elsewhere in the T&Cs, the definitions set forth herein shall prevail for the purposes of these One-Time Card Terms.

"**Activation Period**" means the period during which a One-Time Card can be used for an OT Transaction, which is fourteen (14) calendar days from when the One-Time Card is generated or such longer period as determined by us from time to time in our sole discretion.

"**Card Brand**" means a payment method provider whose payment method is accepted by us for processing, including, but not limited to, Visa, U.S.A., Inc., Mastercard International, Inc., and Discover Financial Services, LLC. Card Brand shall also include the Payment Card Industry Security Standards Council.

"**Card Brand Rules**" means the bylaws, operating regulations, rules, policies and procedures as defined by the Card Brands.

"**Identifier**" means information that you know but are not required to keep secret and which you must provide to perform an OT Transaction (for example, the PAN of a One-Time Card).

"**One-Time Card**" means a virtual card with its own PAN which is generated through the Crypto.com App or any other means that we may make available to facilitate an OT Transaction with a Participating Merchant on a one-time basis.

"**One-Time Card Terms**" means this Addendum.

"**OT Transaction**" means any transaction authorized by you and accepted and authorized by us under these One-Time Card Terms.

"**PAN**" means the 16-digit Primary Account Number, which is the number embossed on the front of a One-Time Card.

"**Participating Merchants**" means online retailers and suppliers of goods or services which accept One-Time Cards as a method of payment.

"**Pass Code**" means a password or code that we may require to authenticate your identity or an OT Transaction.

"**Unauthorized OT Transaction**" means a transaction not authorized by you and from which you do not receive a benefit, but does not include any transaction: (i) carried out by you or by anyone performing the transaction with your knowledge and consent; (ii) carried out by a

person to whom you furnished your Enabled Device (unless you notified us that transfers by that person are no longer authorized before the transaction was initiated); or (iii) you or any person with whom you are acting in concert initiate with fraudulent intent nor any similar transaction.

"**USD**" means the United States Dollar.

"**USDC**" means the USD Coin, the digital "stablecoin" pegged to USD issued by Circle Internet Financial, LLC.

2. **ONE-TIME CARD**

2.1. By creating and using the One-Time Card, you are entering into a binding contract with us and shall be deemed to have expressly read, understood and agreed to be bound by these One-Time Card Terms, the T&Cs, and have understood and agreed to our Privacy Notice.

2.2. Each One-Time Card will be of a Card Brand determined by us and/or our third-party service provider(s) at our/our third-party service provider(s)' sole discretion.

2.3. Your Digital Asset Wallet must have sufficient Digital Assets before a One-Time Card can be used to facilitate an OT Transaction and until the amount of the OT Transaction is debited from your Digital Asset Wallet.

2.4. **There is no stored value on a One-Time Card**. **Any OT Transaction is debited against the Digital Assets available in your Digital Asset Wallet, the proceeds of which you will use to pre-pay for goods from applicable Participating Merchants up to the maximum value of the goods intended to be purchased. We will use the proceeds from the sale of your Digital Assets to us to cover our purchase of goods from the applicable Participating Merchant on your behalf. If, within the Activation Period, you do not confirm any OT Transaction, or the OT Transaction(s) you have confirmed does not go through for whatever reason, an equivalent amount of USDC will be refunded to your Digital Asset Wallet. The One-Time Cards are not a facility by which we take deposits from you. You may not use USD to fund your One-Time Card for an OT Transaction.**

2.5. Where there is a conflict between the T&Cs and these One-Time Card Terms, the One-Time Card Terms control exclusively with respect to use of the One-Time Card. The T&Cs otherwise control.

2.6. **The limitations, restrictions, and disclaimers set forth in these One-Time Card Terms (including but not limited to those set forth in Clauses 4, 5, 6, 7, and 9 of these One-Time Card Terms) are not intended to abridge, limit, nullify, or otherwise modify any other applicable limitations, restrictions, and disclaimers set forth elsewhere in the T&Cs.**

3. **USING ONE-TIME CARDS**

3.1. Each One-Time Card allows you to purchase goods and services online from Participating Merchants as we determine at our sole discretion from time to time. We maintain sole

discretion to determine who Participating Merchants are and the terms of their participation, and we reserve the right to add, remove, or change the list of Participating Merchants. Your One-Time Card can only be used at the Participating Merchant it was created for and can only be used for a single purchase. We reserve the right to restrict any retailer and/or decline, cancel or reverse transactions at any Participating Merchant without prior notice and without liability to you.

3.2. Each One-Time Card can only be used during the Activation Period. If a One-Time Card OT Transaction does not occur within the Activation Period, the OT Transaction may be declined.

3.3. Before making an OT Transaction with the One-Time Card, you will be able to select the supported Digital Assets in your Digital Asset Wallet that you would like to use to settle the OT Transaction. The list of supported Digital Assets can be found at this link: here. This list may be amended by us from time to time at our sole discretion.

3.4. The value of an OT Transaction made using a One-Time Card will be debited from your chosen Digital Asset in your Digital Asset Wallet.

3.5. You agree not to make or attempt to make OT Transactions that exceed the available Digital Asset in your Digital Asset Wallet. If there is insufficient Digital Asset in your Digital Asset Wallet, any attempted OT Transaction with a One-Time Card will not be permitted and/or will be declined.

3.6. You may be eligible to receive a certain amount of CRO as a reward/gratuity ("**Rewards**") via the Crypto.com App at our sole discretion after you have successfully completed an OT Transaction with a One-Time Card. The Rewards will be reflected in your Digital Asset Wallet. For more information on Rewards and how Rewards are calculated, please refer to this link: here. We reserve the right to refuse to pay any Rewards, amend any such Rewards and eligibility thereof at our sole discretion.

3.7. You can use a One-Time Card within the limits specified in Clause 4 of these One-Time Card Terms provided that you do not exceed the Digital Asset available in your Digital Asset Wallet, the expiry date for the One-Time Card has not passed, and the One-Time Card has not been canceled.

3.8. We may restrict, suspend or prevent the use of One-Time Cards to make OT Transactions: (a) if excessive use of One-Time Cards or other suspicious activities by you or a Participating Merchant are noticed or suspected; (b) in accordance with section 9; (c) if it is otherwise prohibited under these One-Time Card Terms and/or the T&Cs; or (d) as is required, as determined in our sole discretion, to comply with Applicable Laws or the Card Brand Rules.

3.9. If you are entitled to a refund for any reason relating to a One-Time Card OT Transaction, you agree to accept the refund pursuant to the policy of that specific Participating Merchant.

3.10. In the event you are entitled to a refund from a Participating Merchant:

a) If the relevant One-Time Card is still active, the refund will be credited into your One-Time Card balance.

b) If the relevant One-Time Card has been closed, you will receive the refund in USDC credited to your Digital Asset Wallet.

c) Any Rewards that you earned from the OT Transaction will be clawed back in full (even if the refund you received from the Participating Merchant was a partial refund).

3.11. We are not liable in any way when an authorization is declined for any particular One-Time Card OT Transaction regardless of reason.

4. **LIMITATIONS OF USE OF ONE-TIME CARDS**

4.1. One-Time Cards must not be used for, and the following transactions are thus prohibited:

a) any illegal transactions;

b) wire transfers;

c) betting/gambling;

d) payment for ongoing services or recurring payments such as subscription services (for example, streaming subscriptions or gym memberships);

e) any other transactions declined by us in accordance with these One-Time Card Terms and/or the T&Cs; and

f) transactions at retailers which do not accept the relevant Card Brand and therefore do not accept a One-Time Card as payment for goods or services.

5. **EXPIRY AND CANCELLATION**

5.1. Each One-Time Card is valid until the expiry date shown on it. A One-Time Card can only be used for an OT Transaction with a Participating Merchant during the Activation Period and will be canceled after the Activation Period regardless of whether there are pending OT Transactions.

5.2. You may request a One-Time Card to be canceled during the Activation Period at any time. If you cancel a One-Time Card during the Activation Period, we will refund any remaining balance linked to the One-Time Card in USDC to your Digital Asset Wallet after any pending transactions have been settled or have expired (if applicable).

5.3. If there is remaining balance in a One-Time Card after you make an OT Transaction, the One-Time Card will be closed upon expiry of the Activation Period and any remaining balance will be refunded in USDC to your Digital Asset Wallet.

5.4. We may cancel a One-Time Card during the Activation Period at any time without giving you prior notice if:

a) we reasonably believe that use of a One-Time Card may cause loss to you or to us;

b) we reasonably believe that cancellation of a One-Time Card is required for security or legal purposes, or for compliance with Applicable Law;

c) we suspect that you may be in breach of, or are otherwise trying to circumvent, these One-Time Card Terms or the T&Cs, or are abusing our rewards system;

d) we suspect that a One-Time Card or your Digital Asset Wallet has been used illegally, fraudulently, in an unauthorized manner; or

e) for any other reason that we deem appropriate to do so.

5.5. We may also prohibit you from using One-Time Cards to transact altogether without giving you prior notice in the circumstances described in Clause 5.4 above or if we decide to terminate our One-Time Card program.

5.6. If we cancel a One-Time Card during the Activation Period or prohibit you from using One-Time Cards to transact in the circumstances described in Clause 5.4 above, we will notify you afterwards.

6. **SECURITY**

6.1. You must make sure that you keep each One-Time Card, Identifiers and any Pass Code safe and secure. The precautions we require you to take are set out below.

6.2. You must:

a) ensure that any security details to access your Enabled Device or authorize a payment with your Enabled Device is not easily guessed or compromised;

b) immediately report to us the loss, theft or unauthorized use of your Enabled Device, or unauthorized use of a One-Time Card;

c) examine your Digital Asset Wallet to identify and report, as soon as possible, any instances of unauthorized use; and

d) keep information about each One-Time Card (including any Identifier, Pass Code, PAN) private and never store or communicate the information to anyone (excluding Participating Merchants to whom you may be required to disclose this information when you use a One-Time Card).

6.3. You must not:

a) allow anyone else to use a One-Time Card;

b) unnecessarily disclose a PAN to anyone;

c) leave your Enabled Device unattended.

6.4. Any transactions initiated by a person with access to the One-Time Card or your Enabled Device will be deemed to have been authorized by you and section 9 (Liability for Unauthorized OT Transactions) will not apply.

6.5. You acknowledge and agree that we are not in any way responsible or liable for any losses you may incur by failing to keep each One-Time Card, Identifiers and any Pass Code safe and secure.

7. **LOSS, THEFT AND MISUSE OF DEVICES**

7.1. If you know or suspect that your Enabled Device is lost, stolen or damaged, or is likely to be misused, that there has been unauthorized use of a One-Time Card, or that someone else may know the Identifiers, you must immediately notify us. We may then cancel the One-Time Card to restrict its use.

7.2. You may be required to confirm details of the loss, theft or misuse in writing (and to provide particular information in the confirmation) and you must comply with that requirement.

8. **FEES**

8.1. We do not charge a fee for issuing a One-Time Card. However, you will continue to be liable for all Fees described in the T&Cs.

8.2. Participating Merchants may charge an additional fee for a One-Time Card OT Transaction. This fee is determined and charged by the Participating Merchant and is not determined nor retained by nor shared with us.

9. **LIABILITY FOR UNAUTHORIZED TRANSACTIONS**

9.1. We are not liable in respect of an Unauthorized OT Transactions and you are liable to us in respect of an Unauthorized OT Transaction if:

a) you have failed to advise us of any suspected or unauthorized use of a One-Time Card; or

b) you have provided information regarding your One-Time Card to someone whether knowingly or not; or

c) you have committed fraud.

9.2. You are not liable to us in respect of an Unauthorized OT Transaction if:

a) the Unauthorized OT Transaction occurred after you had advised us of suspected unauthorized use of a One-Time Card; or

b) we determine that you were not directly or indirectly responsible for the relevant Unauthorized OT Transaction; or

c) it was caused by the fraudulent or negligent conduct of employees or agents of:

    a. us;
    b. any organization involved in the provision of the electronic funds transfer system; or
    c. any Participating Merchant.

9.3. If you are concerned about any suspicious activity on a One-Time Card or Crypto.com App, please contact our customer service team immediately.

9.4. If you report an Unauthorized OT Transaction, we will not hold you liable for losses arising from the Unauthorized OT Transaction for an amount greater than your liability if we exercised any rights under the applicable Card Brand Rules at the time of the report, against other parties to the Card Brand Rules (for example, chargeback rights).

Important Information about Chargebacks

9.5. In some circumstances, you may be able to request a chargeback of an OT Transaction when you have a dispute with a Participating Merchant, such as the Participating Merchant's failure to supply the goods or services you paid for.

9.6. A chargeback is a right under the applicable Card Brand Rules by which an OT Transaction can effectively be reversed by us debiting an amount to the Participating Merchant's financial institution and crediting the equivalent in USDC back to your Digital Asset Wallet. We can only process chargebacks if the Card Brand Rules allow us to.

9.7. If you believe that you are entitled to a chargeback, you must notify us as soon as possible by contacting us.

9.8. The Card Brand Rules may impose time limits for initiating chargebacks. The time limit is generally one hundred twenty (120) days from the date of the disputed OT Transaction.

9.9. If you request a chargeback, we may need you to provide additional information. If we do ask you for additional information and you do not provide it within ten (10) days, then you may lose any rights to the chargeback and if it has already been processed, we may reverse it.

9.10. Please note that if we process a chargeback, the merchant may have rights under Card Brand Rules to have the OT Transaction investigated further, and this can in some circumstances result

in the chargeback being reversed (which means the original OT Transaction might be reinstated by being debited to your Digital Asset Wallet).

ADDENDUM 9 – CRYPTO BASKET

1. What is Crypto Basket?

Crypto Basket is a pre-specified bundle of individual Digital Assets that a customer may purchase. Each Digital Asset in the specific Crypto Basket constitutes a specific percentage of the total value of the Crypto Basket ("**Weight**"). By purchasing a Crypto Basket, you purchase each of the Digital Assets identified in that Crypto Basket and the amount of each Digital Asset purchased is equal to that Digital Asset's Weight. You will be able to determine the value of each Crypto Basket Purchase, but not the respective Weights of each Digital Asset within a Crypto Basket. The Digital Assets and Weights for each Crypto Basket are pre-selected and cannot be modified.

1.1. We reserve the right to remove any particular Digital Asset in a Crypto Basket, replace a Digital Asset in a Crypto Basket, or cease offering a Crypto Basket at any time without notice to you and in each case at our sole discretion. We may do so in situations including, but not limited to, the following:

1.1.1. When a certain Digital Asset in a Crypto Basket is delisted from the Crypto.com App;

1.1.2. When a certain Digital Asset in a Crypto Basket is rebranded by the blockchain protocol issuing the Digital Asset and re-issued as another Digital Asset by the same blockchain protocol, and we decide to support the rebranding by listing the new Digital Asset on the Crypto.com App.

1.2. If a Digital Asset is removed from a Crypto Basket and not replaced, the Weights of each remaining Digital Asset shall be determined by us and you will receive notification of the change. To be clear, any Digital Asset that is removed from a Crypto Basket after you purchase the Crypto Basket will not be removed from your Crypto Wallet. Any changes in the composition of a Crypto Basket will only affect subsequent purchases.

1.3. From time to time, we may update pre-defined Crypto Baskets to reflect asset availability. If you hold the relevant Crypto Basket at the time of update, you will receive a notification prompting you to upgrade to the updated Crypto Basket version. Accepting the upgrade constitutes your authorization to execute the necessary purchases and sales of the individual Digital Assets to align your holdings with the new Crypto Basket configuration. You acknowledge and accept that upgrading may result in transaction fees, taxes, or other applicable costs.

1.4. If a new version of a Crypto Basket is released, subsequent purchases via the outdated Crypto Basket will be unavailable. Any subsequent purchases must be via the updated Crypto Basket.

1.5. For more information on the different categories of Crypto Baskets please visit this FAQ page here.

No investment advice or asset management

1.6. Crypto Baskets are not intended to be, and should not be construed as, an investment advisory or asset management service. You acknowledge that the availability of Crypto Baskets does not

constitute personalized financial, or investment advice, tailored to your specific needs or financial situation.

1.7. The Digital Asset combinations in each Crypto Baskets are pre-selected based on predefined criteria, such as market capitalization or sector, and are available for all users to view and select from. Each Crypto Basket carries its own risk profile. You are advised to do your own research on not just the individual Digital Assets within a Crypto Basket, but also the holistic risk profiles of each Crypto Basket, before making a decision on whether you wish to purchase a particular Crypto Basket.

1.8. You are solely responsible for your financial decisions, including the decision to purchase, hold, or sell any Crypto Baskets, and we make no representations regarding the suitability of any Crypto Basket for any particular user or segment of users.

1.9. By purchasing a Crypto Basket, you understand and agree that you are selecting from available Crypto Baskets independently and without reliance on us for any individual financial advice or guidance.

2. Rebalancing

2.1. Rebalancing is an **optional** functionality allowing you to pre-authorize purchases and sales of individual Digital Assets to maintain the relative weights of each Digital Asset within a Crypto Basket at the default Weights ("**Rebalancing**"), as the relative weights may change and diverge from the default Weights over time due to changes in the underlying value of each Digital Asset and other activities subsequent to your purchase of the Crypto Basket. Rebalancing is simply a tool to pre-authorize purchases and sales of the specified Digital Assets in a given Crypto Basket at selected intervals.

2.2. Rebalancing will be enabled by default unless you choose to disable it. If you do not disable Rebalancing, better-performing assets are redistributed to lower-performing ones because Rebalancing is based on the market value of each asset, which changes over time. You have the option to disable Rebalancing at any time. For more information on how Rebalancing works, please visit this FAQ page here.

2.3. **No active or passive management**

2.3.1. Rebalancing is a fully automated process that executes your recurring pre-authorized transactions to maintain the Digital Asset Weights within the Crypto Basket. We do not actively or passively manage, monitor, or optimize the performance of, Digital Assets within any Crypto Basket. Rebalancing is carried out without regard to your specific personal financial circumstances or goals.

2.3.2. You acknowledge and agree that we do not provide active or discretionary portfolio management services when we perform Rebalancing. Our role is limited to executing automated, periodic Rebalancing based solely on the predetermined Weights of each

Digital Asset within the Crypto Basket and your instructions pre-authorizing the transactions. We do not offer any personalized advice or take any actions aimed at optimizing the performance of any particular Crypto Basket.

2.4. **Your responsibility and risks**

2.4.1. You understand and agree that Rebalancing is not a guarantee of improved financial performance or risk mitigation.

2.4.2. You bear full responsibility for the decision to enable or disable Rebalancing and understand that market conditions may impact the effectiveness of Rebalancing strategies.

2.4.3. We make no representations or guarantees about the current or future performance of any Rebalanced Crypto Basket or the relative performance of any particular Crypto Basket whether Rebalancing is disabled or not.

3. **Recurring Buy**

3.1. Recurring Buy is an optional functionality that enables you to pre-authorize automatic periodic purchases of a specified amount of a Crypto Basket at predetermined intervals. By enabling Recurring Buy, you expressly authorize and instruct us to execute your purchase of the Crypto Basket at the prevailing market values of the Digital Assets comprising the Crypto Basket at the time each scheduled Recurring Buy purchase occurs. You may enable or terminate the Recurring Buy instructions at any time.

3.2. You are responsible for ensuring that adequate funds or other acceptable means of payment are available to cover each scheduled Recurring Buy transaction. Transactions will not be executed if your designated payment method is unable to successfully process the payment, and we bear no responsibility or liability for missed purchases resulting from such payment failures. We reserve the right, at our sole discretion, to modify, suspend, or discontinue the Recurring Buy feature at any time. Any such modification or termination will not affect previously executed transactions.

3.3. Recurring Buy is provided solely as a convenience tool and does not constitute investment advice, financial planning, or asset management. We make no warranties, representations, or guarantees regarding the effectiveness, profitability, or risk mitigation of Recurring Buy. You remain solely responsible for overseeing and managing your Recurring Buy settings and understanding the associated risks.

4. Custom Basket Builder

4.1. In addition to the pre-specified Crypto Basket as described above, you may also use our Custom Basket builder tool to create your own custom Crypto Basket(s) by choosing specific Digital Assets, setting their Weights, and determining the rebalancing frequency (“Custom Basket”).

4.2. An optional platform tool is available, allowing you to objectively filter Digital Asset selections based solely on criteria you specify, such as Digital Asset categories, ranges of market capitalization, transaction volume and price volatility, and intended holding period. Following filtering, you retain complete discretion and control to review, modify, confirm, and activate your Custom Basket. This feature is provided strictly for convenience and informational purposes and does not represent any recommendation, endorsement, or advisory service. You acknowledge and agree that you remain solely responsible for evaluating, selecting and configuring all Digital Assets in your Custom Basket and determining their suitability for you.

4.3. You may update the composition of your Custom Basket at any time. Making changes to a Custom Basket constitutes your authorization to execute the necessary purchases and sales of the individual Digital Assets to align your holdings with the updated Custom Basket configuration. You acknowledge and accept that this may result in transaction fees, taxes, or other applicable costs.

5. Stakeable Baskets

5.1. In addition to regular pre-specified Crypto Baskets, you may be offered the option to purchase pre-specified "**Stakeable Baskets**". Stakeable Baskets are comprised solely of Digital Assets that are eligible for participation in On-Chain Staking as described in Addendum 10. Upon purchase of a Stakeable Basket, each constituent Digital Asset is staked on-chain as described in, and subject to, Addendum 10 ("**Staking T&Cs**"),

5.2. When you submit an instruction to redeem/sell a Stakeable Basket, the redemption/sale process will be coordinated following the expiry of the longest applicable unbonding period within the basket, even if each Digital Asset's native on-chain protocol may prescribe different unbonding periods. This coordinated approach aims to deliver the full proceeds of the Stakeable Basket in a single redemption to you.

5.3. Alternatively, and subject to availability, you may choose to use the Instant Unstake feature, as defined and described in the Staking T&Cs. If you elect to do so, the relevant fees will apply as set out in the Staking T&Cs.

5.4. You may not buy, sell, redeem, or otherwise transact in the individual Digital Assets within a Stakeable Basket. All instructions to purchase or sell/unstake apply to the entire basket.

ADDENDUM 10 – CRYPTO.COM STAKING – TERMS AND CONDITIONS

These CRYPTO.COM STAKING TERMS AND CONDITIONS (the "**Staking T&Cs**") incorporate, and are a part of, the relevant CRYPTO.COM APP TERMS & CONDITIONS (or the relevant CRYPTO.COM APP AND WEB TERMS & CONDITIONS) in your jurisdiction (the "**App T&Cs**"). You should read these Staking T&Cs in conjunction with the Main App T&Cs. **By accepting these Staking T&Cs and participating in staking, you are also reaffirming your acceptance of the App T&Cs and any relevant Staking FAQs applicable in your jurisdiction.** In the event of a conflict between these Staking T&Cs and the App T&Cs, the Staking T&Cs will govern.

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 Digital Assets eligible for On-Chain Staking ("**On-Chain Digital 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 Digital Assets by enabling you to select a specific type and amount of Digital Assets to be staked; by contracting with Staking Providers to stake those designated Digital Assets; keeping records of your On-Chain Digital 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 Addendum 10) 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 Addendum), which may be updated from time to time here. In providing this service, Crypto.com does not act as a broker between you and any Staking Providers utilized by Crypto.com. Rather, Crypto.com provides the service to you. By using the On-Chain Staking service, you authorize Crypto.com to facilitate the staking of your Digital 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 Digital Assets held on behalf of Crypto.com's customers. Custody, possession and control of staked Digital Assets will not be transferred to the Staking Providers. Your Digital Assets will continue to be attributed to your account. The Staking Providers will facilitate the staking of those On-Chain Digital Assets on your behalf by acting as a transaction validator on the applicable Proof-of-Stake network for the On-Chain Digital 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 Digital 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 Digital Assets than for others as the activation period may be influenced by the bonding period imposed by that Digital Asset's blockchain network (if any). You will not be able to sell, withdraw, or unstake your On-Chain Digital 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 Digital Assets, you will not be able to sell or withdraw your Digital Assets until the unbonding period is over. Validation Rewards will not be generated during the unbonding period. The estimated unbonding period may vary per Digital 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 Digital 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 Digital 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 Digital 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 Digital Assets you have staked. The Validation Rewards are granted by and determined by the protocols of the applicable On-Chain Digital Asset network. Accordingly, the Validation Rewards may change from time to time due to the On-Chain Digital Asset network. Changes in the inflation/deflation rate of the Digital Asset or the total amount of Digital 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 Digital 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 Digital 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 Digital 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 Digital 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 Digital 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 Digital 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 Digital 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 Digital Assets and applicable portion of the Validation Rewards.

1.1.5 **Other Risks of On-Chain Staking**

In addition to the risks described in this Addendum—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 Digital 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 Digital Assets you stake, including the fiat value of any Digital Assets earned as Validation Rewards, may be significantly different (potentially significantly less) than the value of the Digital 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 Digital Assets, the underlying protocols may offer Staking Providers 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 Digital 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. Some staking protocols rely on smart contracts. These smart contracts may contain bugs or vulnerabilities that could result in the loss of staked Digital Assets.

1.1.6 **Instant Unstaking**

We may, at our sole discretion, offer you an "Instant Unstake" feature. This feature allows you to immediately sell your staked On-Chain Digital Assets for the corresponding underlying native Digital Asset subject to any applicable fees.

When you submit an Instant Unstake request, you irrevocably agree to sell, assign, and transfer all rights, title, and interest in your staked On-Chain Digital Assets, including any and all future staking rewards accruing after the time of your request, to us. In return, you will receive the equivalent amount of the underlying native Digital Asset, subject to any applicable fees, at an exchange rate provided to you on the confirmation screen when you initiate an Instant Unstake instruction.

By choosing to use the Instant Unstake feature, you expressly and irrevocably waive and forfeit any right to receive any staking rewards, Validation Rewards, or other benefits that may accrue to the staked On-Chain Digital Assets from the time your Instant Unstake request is submitted. Any rewards distributed by the relevant blockchain protocol after your Instant Unstake request will accrue solely to us. Accordingly, you acknowledge and agree that, following the Instant Unstake, all rights to your staked On-Chain Digital Assets and any associated rewards are transferred to us.

The Instant Unstake feature does not change the nature of our Staking Services as set out in these Terms. We continue to act solely as a facilitator of the staking process and, in the context of Instant Unstake, to purchase your staked On-Chain Digital Assets.

We reserve the right to determine your eligibility for the Instant Unstake feature, to set limits on the amounts and types of Digital Assets available for Instant Unstake, and to suspend, modify, or terminate the feature at any time without notice. The availability of the Instant Unstake feature is not guaranteed for any particular Digital Asset or staked On-Chain Digital Asset, or at any particular time and may be subject to liquidity, market, or operational constraints.

We may charge a fee for your use of the Instant Unstake feature. Any such fee will be disclosed to you before the completion of the Instant Unstake transaction and will be deducted from the amount of the underlying native Digital Asset delivered to you.

You acknowledge and accept that the value of the underlying native Digital Asset you receive upon a completed Instant Unstake transaction may differ from the value of your staked On-Chain Digital Assets due to market fluctuations, fees, and other factors. You assume all risks associated with the use of the Instant Unstake feature, including but not limited to price volatility, liquidity constraints, and the forfeiture of any future rewards.

We do not guarantee that any Instant Unstake request will be executed. We may decline, delay, or limit any Instant Unstake request at our sole discretion.

1.2 Liquid Staked Tokens

1.2.1 Description of the Liquid Stak**ed Tokens**

You may at your sole discretion elect to sell On-Chain Digital Assets to us for a receipt token ("Liquid Staked Token"). You may withdraw, transfer, or sell the Liquid Staked Token outside of the Crypto.com App. If the holder of the Liquid Staked Token is an accountholder of Crypto.com, the holder may liquidate the Liquid Staking Token for the equivalent value of the underlying Digital Assets together with associated staking rewards, minus any fees, spread, and slashing penalties, from us. By electing to exchange your On-Chain Digital Assets for Liquid Staked Tokens, you understand and agree to transfer ownership of your On-Chain Digital 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 Digital Assets underlying Liquid Staked Tokens are subject to the risk of slashing described in Section 1.1.4 above.

1.2.2 Risks of Liquid Stak**ed Tokens**

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

a. By sending us an instruction to purchase a Liquid Staking 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 Staking Token relative to the underlying 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 Digital 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 On-Chain Digital 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.

1.2.3 Redemption of Liquid Staked Tokens

a. If you hold Liquid Staked Tokens in your Crypto.com 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 Digital 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 Digital Asset, it will only be available for your use or withdrawal after your request has 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 Liquid Staked Tokens and you can opt out of any staking services (subject to the Crypto.com App and Web Terms and Conditions) by unstaking your On-Chain Digital Assets (as defined below) 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 Staking products.

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

1.4 No Fiduciary Services

Crypto.com is not your trustee, investment advisor, investment manager or fiduciary. By facilitating On-Chain Stakingor 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 Digital Assets other than those expressly specified in the Crypto.com App and Web Terms and Conditions.

ADDENDUM 11 – CRYPTO.COM LEVEL UP PROGRAM – TERMS AND CONDITIONS

These Level Up Program Terms and Conditions ("**Terms**") incorporate, and are a part of, the relevant Crypto.com App and/or Web terms and conditions ("**App T&Cs**") (together, the "**Agreement**"). Unless otherwise stated, defined terms used in these Terms shall have the same meanings given to them in the App T&Cs. In the event of any inconsistency between the App T&Cs these Terms with respect to the Program (as defined below), these Terms shall prevail; except for aspects relating to the application and/or usage of the App, in which case the App T&Cs shall prevail.

1. General Provisions

1.1. **Description of Service.** The Level Up Program ("**Program**") is a rewards and benefits program available to eligible Users of the Crypto.com App ("**User**") to earn rewards and receive benefits associated with the application for and/or usage of the Program. The Program may be accessed through one of several entry methods, including (i) lockup of CRO, (ii) staking of CRO, or (iii) payment of a recurring subscription fee, each as further described below and in the Program FAQs (as defined below). The Program may overlap with certain legacy programs which may provide similar or related benefits. The applicable entry method to the Program and benefits may depend on your eligibility, location, or prior participation in legacy programs. For further details on eligibility, entry methods, and the interaction between the Program and any similar or overlapping legacy programs, please refer to the Program FAQs, which may be updated from time to time.

1.2. **Optional and Voluntary Use.** You are not required to lock up or stake your CRO in the Program and you can opt out of any Staking Services (as defined below) by unstaking your Staked CRO (as defined below) at any time subject to the relevant unbonding period and Holding Period (as defined below). The use of any other product offered by us or our Affiliates is not dependent on or determinative of your election to lock up or stake or otherwise use the Program. You are not obliged to purchase CRO on the Crypto.com App, from us or any of our Affiliates, in order to lock up or stake your CRO for use in the Program. Before you begin staking, please note and understand the difference between unstaking and unbonding, and how your actions to unstake is dependent on the unbonding period put in place by the Supported Blockchain Network (as defined below). The unbonding period may be beyond our control and is distinct from and applies in addition to the Holding Period (as defined below) imposed by us. Use of the Program can be risky, and you should conduct your own due diligence and consult your advisors before making any decision regarding whether to use the Program.

1.3. **Definitions.**

a. "**CRO**" means the native token of the Cronos POS chain.
b. "**Level Up Tier**" means the different Level Up Program tiers, each such tier requiring the User to lock up or stake a corresponding specified amount of CRO, or pay the corresponding subscription fee, to be eligible, which will determine the corresponding benefits that User may receive at our sole discretion.
c. "**POS**" means Proof of Stake consensus mechanism.
d. "**Program FAQs**" means the Level Up FAQs available here as may be updated from time to time.

e. "**Staking Service**" means the online service that gives eligible User the option to engage in POS consensus mechanisms on the Supported Blockchain to secure the applicable network, by validating transactions propagated over the network.
f. "**Supported Blockchain Network**" means the Cronos POS chain.

2. Program Participation.

2.1. **Level Up Lock Up**. Program participation via Level Up CRO Lockup is available for Users who live in states where the Staking Service is unavailable. To participate in the Program via CRO lockup, you agree to lock up the specified amount of CRO for the specified amount of time and meet certain eligibility criteria as set forth in the applicable Program FAQs.

2.2. **Level Up Staking.** Program participation via Level Up CRO staking is only available for customers who live in states where the Staking Service is available. In order to participate in the Program, you agree to stake the specified amount of CRO through the Staking Service required to be eligible for your preferred Level Up Tier, as specified in the Program FAQs ("**Holding Period**"), in accordance with these Terms ("**Level Up Staking**"). By accessing or using the Staking Service, you understand and agree that we may engage our Affiliates and/or third-party service provider(s) (together, the "**Staking Providers**") to facilitate the staking of the CRO on your behalf ("**Staked CRO**"), by acting as a transaction validator on the Supported Blockchain Network. For the avoidance of doubt, the Program and Staking Service are separate and distinct from the Crypto.com App On-Chain Staking functionality made available by the relevant service provider. For further information regarding Crypto.com App On-Chain Staking, please refer to the FAQs available here.

2.2.1. **Validation Rewards.** In return for securing the Supported Blockchain Network, the Supported Blockchain Network may provide transaction validators with a reward ("**Validation Reward**"). If the Staking Providers successfully validate a block of transactions in respect of your Staked CRO, you are entitled to an applicable portion of the Validation Reward in proportion to the amount of your Staked CRO (less any applicable fees). The Validation Rewards are granted by and determined by the protocol of the Supported Blockchain Network. You have no right to any Validation Reward in respect of the Staked CROs until it is generated (or unbonded as applicable) by the Supported Blockchain Network and disbursed to you via blockchain addresses facilitated by us. Depending on the Supported Blockchain, it may take time before your Staked CROs are eligible to participate in transaction validation and start receiving rewards.

2.2.2. **Level Up Staking Rewards.** We may, at our sole discretion, provide you with our approximated projection ("**Estimated APR**") of the actual Validation Rewards you may be entitled to if the Staking Providers successfully validate a block of transactions in respect of your staked CRO, less any applicable fees ("**Level Up Staking Rewards**"), as expressly set out in the Program FAQs and which may be updated from time to time. Following the receipt of Validation Reward from the Supported Blockchain Network, if any, we shall (dependent on the Supported Blockchain Network and the terms of our agreement with any Staking Provider) facilitate the distribution of the Level Up Staking Rewards to you. You understand that the Estimated APR provided by us is purely an estimation of the Level Up Staking Rewards and is in no way a guarantee or confirmation that you will actually receive such Level Up Staking Rewards or such amount of Level Up Staking Rewards. You

acknowledge that the Estimated APR and Level Up Staking Rewards, including the timing and frequency of Level Up Staking Rewards, may change over time and is dependent on the Supported Blockchain Network and the applicable fees, which is subject to change in our sole discretion. WE, OUR AFFILIATES, AND/OR THE STAKING PROVIDERS, DO NOT GUARANTEE THAT YOU WILL RECEIVE ANY LEVEL UP STAKING REWARDS, OR THE ESTIMATED APR. YOU ACKNOWLEDGE AND AGREE THAT WE, OUR AFFILIATES AND/OR THE STAKING PROVIDERS, ARE NOT LIABLE FOR ANY FAILURE BY THE SUPPORTED BLOCKCHAIN NETWORK OR OTHER THIRD PARTY IN DISBURSING ANY LEVEL UP STAKING REWARD.

2.2.3. **Slashing.** The Supported Blockchain Network may subject Staked CROs to "slashing" if the transaction validator representing those assets incorrectly validates or fails to validate a transaction. Slashing typically involves the reduction or confiscation of a validator's assets as a consequence of their improper actions. As a result, there may be non-payment of Validation Rewards and the Staked CROs may be subject to a penalty. The Staking Providers will use reasonable skill, care and diligence in delivering services, including in seeking to prevent any Staked CROs from slashing; however, in the event that slashing occurs, unless otherwise provided in this Agreement, we will have no obligation to replace your Staked CROs unless the penalties are the result of our failure to use reasonable skill, care and diligence; we will not be obliged to replace your Stakes CROs if slashing occurs as a result of (i) your acts or omissions; (ii) maintenance of the Supported Blockchain Network, bugs, errors; (iii) acts by a hacker or other malicious actor; or (iv) Force Majeure Events. You acknowledge and agree that slashing may result in partial or total loss of your Staked CROs and applicable portion of the Validation Rewards, which will result us being unable to distribute a portion or the entire amount of Level Up Staking Rewards to you.

2.2.4. **Redemption and Unbonding Period.** You may request to unstake your Staked CROs at any time after the Holding Period. Upon receipt of your request, we will initiate the unstaking process as soon as practicable and in any case without undue delay. You acknowledge that your unstaking request is irrevocable and that you forfeit any Validation Rewards which, at the point of the unstaking request, have not been distributed by the protocol of the Supported Blockchain Network, and therefore you forfeit the resulting Level Up Staking Rewards. You acknowledge and agree that the redemption of or access to Staked CROs may be delayed as a result of the full waiting period imposed by the Supported Blockchain or due to network conditions of the Supported Blockchain Network.

2.2.5. **Governance and Voting.** The underlying protocol of the Supported Blockchain Network may offer stakers 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 CROs, 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.

2.3. **Level Up Subscription**. In addition to the methods of participation set out above, eligible users may access the Program by payment of a recurring subscription fee ("**Subscription Access**"), subject to the terms herein and as further detailed in the Program FAQs.

2.3.1. **Subscription Fee.** The subscription fee, frequency (monthly or yearly), payment methods, and eligibility criteria shall be as specified in the Program FAQs and may be amended from time to time at our sole discretion.

2.3.2. **Payment of Subscription Fee.** By electing to participate in the Program via Subscription Access, you authorize us to charge the applicable subscription fee on the applicable recurring basis to any account, wallet, or balance held by you with us or any of our Affiliates. If our initial payment attempt to your selected payment method is unsuccessful, we will, if practicable and at our discretion, automatically retry debiting your selected payment method or, at our discretion, deduct the equivalent amount from any account, wallet (including your Digital Asset Wallet and USD Account), or balance (including in cash or in Digital Assets) held by you with us or any of our Affiliates, without further notice or demand, subject to Clause 2.3.2.1 below with respect to the USD Cash Account, debit card, or other consumer account as defined under 12 CFR 1005. We may vary the timing, number, sequence, and sources of payment debit attempts from time to time in our discretion, subject to Clause 2.3.2.1 below with respect to the USD Cash Account, debit card, or other consumer account as defined under 12 CFR 1005. All such amounts deducted from your Digital Asset Wallet shall be at a rate determined by us with reference to prevailing market rates at the time of deduction. If all payment attempts are unsuccessful, your participation in the Program will be accordingly downgraded or suspended, and you will immediately lose access to all benefits and privileges associated with your current tier. No further notice will be provided prior to such downgrade or suspension. By cancelling your subscription, you revoke your authorization for us to charge the applicable account.

2.3.2.1. **Right to Stop Pre-authorized from USD Account and Consumer Accounts Provided by Financial Institutions**. If you have told us in advance to debit your USD Account or a checking or savings account provided by your bank or other eligible consumer account under 12 CFR 1005 to cover the subscription fee, you can stop any of these payments. Here's how: Call us at 1-888-824-8817 or contact us in writing at https://chat.crypto.com/ in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If we do not receive your request at least three (3) business days before the scheduled payment date, we may attempt, in our sole discretion, to stop the payment. However, we assume no responsibility for our failure or refusal to do so, even if we accept your stop-payment request. If you call us to make your request, you also must make your request via https://chat.crypto.com/ and get it to us within 14 days after the call. If we do not receive the written request via https://chat.crypto.com/ within 14 days after the call, we may honor subsequent payments with your Account but we are not required to do so. Unless you tell us that all future payments for the subscription fee to us are to be stopped, we may treat your stop-payment order as a request concerning one specific subscription fee payment only. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages to the extent provided in this Agreement or required by law. If these regular payments may vary in amount, we will tell you at least 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than 10 percent from the previous payment.

2.3.3. **Refunds**. Notwithstanding the foregoing, we may, in our sole and absolute discretion, elect to provide a full or partial refund of the subscription fee in limited circumstances as may be set out in the Program FAQs. Any such refund shall, to the extent practicable and at our discretion, be made using the original payment method. Where this is not possible or where we otherwise determine, we reserve the right refund you in an alternative cash currency or Digital Asset, at our sole discretion. For the avoidance of doubt, you acknowledge and agree that, except at our sole and absolute discretion, you shall not be entitled to any refund, reversal, or credit of the subscription fee on the basis of change of mind, dissatisfaction, or for any other reason.

3. Our Rights. Crypto.com shall have the sole discretion to cancel, terminate, suspend, modify or replace the Program or any aspect of the Program (including the Level Up Staking Rewards) at any time, without prior notice to you and for any reason, including, but not limited to, if the Program is not capable of running as planned which in our sole determination corrupts or affects the administration, security, fairness, integrity or proper conduct of the Program or for any regulatory or legal reasons. In the event of such cancellation, termination, suspension, modification or replacement, we shall use reasonable endeavours to facilitate the return to you of your Staked CROs, or whole or partial refund of your Subscription Access fee, subject to the terms of this Addendum.

ADDENDUM 12 – E-SIGN DISCLOSURE AND CONSENT

1. E-SIGN Consent to Use Electronic Records and Signature.

1.1. 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.

2. Electronic Delivery of Disclosures and Notices.

2.1. 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.

2.2. 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.

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

3.1. 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:

3.1.1. All legal and regulatory disclosures, documentation, contracts, Terms, policies, rules and other communications related to the Services, including updates thereto;

3.1.2. Notices or disclosures about a change in the terms concerning the Services;

3.1.3. Account details, history, transaction receipts, confirmation, and any other Account or transaction information;

3.1.4. Privacy policies and notices;

3.1.5. Other communications that we may include from time to time as part of our products and services.

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

4.1. 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).

5. **Hardware and Software Requirements.**

5.1. 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.

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

6. **Additional Mobile Technology Requirements.**

6.1. 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.

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

7.1. 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 ESIGN Consent.

8. **How to Withdraw Consent.**

8.1. You may withdraw your consent to receive Records and Communications in electronic form by contacting us at 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.

8.2. 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.

9. How to Update Your Information.

9.1. 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.

10. Requesting Paper Copies.

10.1. 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. 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.

11. Records and Communications in Writing.

11.1. 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.

12. Termination/Changes.

12.1. 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.

ADDENDUM 13 – CRYPTO.COM APP DEFI YIELD SERVICE– TERMS AND CONDITIONS

This Addendum forms part of, and is incorporated into, the Crypto.com App and Web Terms & Conditions (the "**Terms**"). Capitalized terms used but not defined in this Addendum have the meanings given in the Terms. This Addendum incorporates within it as though they were fully restated herein, any relevant Frequently Asked Questions published by Crypto.com specifically in respect of the DeFi Yield Service ("**FAQs**"). In the event of any conflict or inconsistency between this Addendum, the FAQs, and the Terms, the Terms shall prevail and control, except in relation to the provision of the DeFi Yield Service (as defined below) pursuant to Clause 1.2 of the Terms, where this Addendum and the FAQs shall prevail in that order of priority.

Definitions and Interpretation. In this Addendum:

"**Accessible Networks**" means the third party blockchain networks selected and made accessible by Crypto.com from time to time;

"**Clause**" means each numbered provision or section of this Addendum;

"**DeFi**" shall have the meaning given to it in Clause 1.1;

"**DeFi Staking**" shall have the meaning given to it in Clause 2.1;

"**DeFi Protocol**" means a decentralized finance application on an Accessible Network where users can opt to deploy their Digital Assets in connection with the DeFi Yield Service;

"**DeFi Yield Service**" shall have the meaning in Clause 2.1;

"**DeFi Rewards**" shall have the meaning in Clause 3.4;

"**Lending Pools**" shall have the meaning given to it in Clause 2.6;

"**Operational Features**" means certain functions, processes and capabilities which enable the DeFi Yield Service to operate effectively, and which include, but are not limited to, minimum or maximum allocation amounts, periodic cycles of reward claiming and distributions, separate blockchain addresses to support transfers to and from DeFi Protocols, batching of instructions to DeFi protocols, provision of estimated reward rates and estimated activation periods, provision of transaction details on an individuated basis and auto-compounding of rewards;

1. Description of Service; Role of Crypto.com

1.1. **DeFi Yield Service**. The DeFi Yield Service is an online pass-through service facilitated by us, whereby eligible persons ("**DeFi Users**") can deploy their Digital Assets to DeFi Protocols to receive benefits determined by the DeFi Protocol ("**DeFi**" or "**DeFi Yield Service**"). Types of DeFi Protocols available under the DeFi Yield Service include DeFi Staking and Lending Pools (and any other DeFi Protocol as may be made available by us in our sole discretion from time to time).

1.2. By participating in the DeFi Yield Service, you authorize Crypto.com to pass through your instructions and facilitate your on-chain transfers of Digital Assets between your Digital Asset

Wallet and the relevant DeFi Protocol. During such time that your Digital Assets are held with any DeFi Protocol, Crypto.com is not responsible for any decisions made by the DeFi Protocol or the performance or consequences on your Digital Assets on such DeFi Protocol. Crypto.com will not be in custody and control of your Digital Assets after they are transferred to the DeFi Protocol and will not be responsible for securing those Digital Assets.

1.3. **Our Role**. Crypto.com acts solely as a pass-through intermediary to facilitate the execution of your instructions in relation to the selected DeFi Protocol. We do not provide investment, legal or tax advice, and we do not exercise any control over the DeFi Protocols or your Digital Assets which are transferred to the DeFi Protocol. We may use third party service providers, such as smart contracts or blockchain protocols, wallet providers, validators, data source providers, and other technical service providers in order to provide you with the DeFi Yield Service. We may also provide you with certain Operational Features, subject to the relevant DeFi Protocol and any Applicable Laws. Such Operational Features will be disclosed to you on the DeFi Yield Service user interface. Your Digital Assets and any DeFi Rewards in respect of the DeFi Yield Service will be treated on an individuated basis and are subject to the rules of the DeFi Protocol.

2. DeFi Yield Availability

1.4. **DeFi Yield Type 1: DeFi Staking**. DeFi Staking refers to the locking up of Digital Assets in smart contracts within DeFi Protocols for rewards provided by the DeFi Protocol. If you instruct us to stake or unstake your Digital Assets with a DeFi Staking protocol, you authorize Crypto.com to pass through your instructions and facilitate your on-chain transfers of Digital Assets between your Digital Wallet and the relevant DeFi Protocol. You acknowledge that any staked Digital Assets may be locked with the DeFi Protocol and as such may not be available for sale, transfer, trading or other uses until they are unstaked and any additional conditions imposed by the DeFi Protocol (if applicable) are complete. Any action to stake or unstake your Digital Assets is entirely your own and we will only facilitate the DeFi Yield Service at your request and instruction. The staked Digital Assets will be subject to the rules and conditions of the applicable DeFi Protocol and you assume full responsibility for any use of the DeFi Protocol, including any losses and risks set out in Clause 5, including liquidity risks due to lock-up periods. Crypto.com will not be in custody and control of your Digital Assets after they are transferred to the DeFi Protocol and will not be responsible for securing those Digital Assets.

1.5. **DeFi Yield Type 2: Lending Pools**. Lending Pools refer to DeFi Protocols which enable users to contribute Digital Assets to Lending Pools, where the Digital Assets are borrowed by other users for other types of Digital Assets which are different from the Digital Asset being borrowed. If you instruct us to deploy your Digital Assets to a Lending Pool, you authorize Crypto.com to pass through your instructions and facilitate your on-chain transfers of Digital Assets between your Digital Wallet and the relevant DeFi Protocol. You will receive a receipt token generated by the relevant DeFi Protocol which represents the amount of Digital Assets you have deployed to the Lending Pool. The receipt token may or may not increase or decrease in value through changes in redemption price, as determined by the applicable DeFi Protocol, or changes in quantity of the receipt token, which is fully dependent on the DeFi Protocol. If you instruct us to withdraw your Digital Assets from a Lending Pool, we will act on your instructions to redeem the relevant Digital Assets from the DeFi Protocol on your behalf, and pass on the Digital Assets to your Wallet once it is received from the DeFi Protocol. Any rules, terms and conditions of the Lending Pool are fully

dependent on the DeFi Protocol and you assume full responsibility for any use of the Lending Pool, including any losses and risks set out in Clause 5, including credit risk due to bad debt. Crypto.com will not be in custody and control of the transferred to the Lending Pool after they are transferred to the DeFi Protocol and will not be responsible for securing those Digital Assets.

3. General DeFi Terms

3.1. **Specific Terms of DeFi Protocols**. By participating in the DeFi Yield Service, you acknowledge that you may become a user of, and therefore subject to, the terms and conditions imposed by the respective DeFi Protocol. These rules, terms, and conditions are subject to change at the discretion of the DeFi Protocol and may be modified or removed at any time. We are not responsible or liable for any actions, modifications, or decisions made by the DeFi Protocol. It is essential that you read and fully understand these terms before participating in the DeFi Yield Service, as they may significantly impact your rights and obligations concerning your Digital Assets. There is a risk that you may lose the entire value and amount of your Digital Assets. We strongly recommend that you conduct your own due diligence and consult with your advisors before making any decisions, including whether to participate in the DeFi Yield Service.

3.2. **Risk Acceptance of DeFi Protocols and Third-Party Service Providers**. By accessing and using the DeFi Yield Service, you acknowledge and agree that the availability of the DeFi Yield Service is contingent upon the availability of the relevant DeFi Protocols and services provided by third-party service providers on commercially reasonable terms. These DeFi Protocols and third-party service providers are independent from Crypto.com. The specific DeFi Protocols associated with the DeFi Yield Service are disclosed in the respective user interface and FAQs, and the types of third-party service providers we may engage are outlined in Clause 1.3 above. It is your responsibility to conduct appropriate due diligence before participating in the DeFi Yield Service and to continue doing so on an ongoing basis, as the DeFi Protocols and third-party service providers may change. You acknowledge that we are not liable for any acts, omissions, or the unavailability of services on commercially reasonable terms by such DeFi Protocols or third-party service providers, or any losses incurred in connection with their use, including any subcontractors or other third parties engaged by such DeFi Protocols and/or third-party service providers.

3.3. **Responsibility for Using DeFi Yield**. Under the DeFi Yield Service, you retain beneficial interest in your Digital Assets and DeFi Rewards for as long as these assets remain in your Account. However, if you instruct us to facilitate your on-chain transfers of Digital Assets between your Wallet and the relevant DeFi protocol, we will execute your instructions, and you may lose ownership or beneficial interest in the Digital Assets once the transfer is completed, depending on the terms of the DeFi Protocol. You are solely responsible for instructing us regarding your use of any DeFi Protocol and for ensuring the security of your account.

3.4. **DeFi Rewards**: DeFi Users who deploy their Digital Assets to the DeFi Protocols may receive a reward ("**DeFi Reward**"). The DeFi Rewards are granted and determined by the applicable DeFi Protocol. Following the receipt of such a DeFi Reward, if any, we shall facilitate the distribution of such applicable portion of the DeFi Reward to you (out of which a fee will be paid to us for providing you with the DeFi service, which may be updated from time to time here). Depending on the Accessible Network and DeFi Protocol, it may take time before your receive DeFi Rewards. Whether you receive DeFi Rewards and when you receive them are determined by the DeFi Protocol. For the avoidance of doubt, the amount of Digital Assets you have deployed to any DeFi

Protocol, and any DeFi Rewards you may receive are at all times treated on an individual basis for your benefit, even if they may be batched together at the protocol level for operational reasons.

3.5. **Actual DeFi Rewards Dependent on DeFi Protocol**. You retain beneficial interest in any DeFi Rewards generated in respect of your Digital Assets and transferred to your Account, but you may not be able to access these rewards until they are distributed to us by the respective DeFi Protocol and passed on to you. We may, at our sole discretion, provide you with an approximated projection of the DeFi Rewards you may be entitled to but you understand that any figures provided by us are purely an estimation of the DeFi Rewards and are in no way a guarantee or confirmation that you will actually receive such DeFi Rewards or such amount of DeFi Rewards. In particular, DeFi Rewards in the form of reward points may not result in any actual rewards, benefits or returns that constitute pecuniary value. **You acknowledge that the Estimated APR and actual DeFi Rewards, including the timing and frequency of DeFi Rewards, may change over time and is solely dependent on the applicable DeFi Protocol (including gas/ network fee charges).** We do not have any ability to influence or determine any aspect of the DeFi Rewards generated. WE, AND OUR AFFILIATES, DO NOT GUARANTEE THAT YOU WILL RECEIVE ANY DEFI REWARDS, ANY SPECIFIC DEFI REWARD, OR ANY ESTIMATED APR. YOU ACKNOWLEDGE AND AGREE THAT WE, OUR AFFILIATES AND OUR THIRD-PARTY SERVICE PROVIDERS (IF ANY) ARE NOT LIABLE FOR ANY FAILURE BY THE APPLICABLE DEFI PROTOCOL OR ACCESSIBLE NETWORK IN AWARDING OR DISBURSING ANY DEFI REWARD OR OTHER REWARDS.

3.6. Subject to Applicable Law, we reserve the right and without liability to you to update, change, remove, cancel, suspend, disable or restrict access to or discontinue the DeFi Yield Service or change any features, component or content thereof at any time.

4. RISK DISCLOSURE STATEMENT

In addition to any other risks disclosed by us relevant to your use of the DeFi Yield Services, please note the following risks:

4.1. **DeFi Risks**. DeFi involves significant risks, and you should not engage in the DeFi Yield Service unless you are prepared to lose all the Digital Assets. These risks include (but are not limited to):

4.1.1. **Lock-Up Periods**: Digital Assets deployed to DeFi Protocols may be locked up due to rules determined by the protocols of the Accessible Network, during which they cannot be transferred or sold. You should assess your liquidity needs and ensure that you can afford to have your assets locked up for the duration that your Digital Assets are held with a DeFi Protocol.

4.1.2. **Smart Contract and Technical Risks**: DeFi Protocols rely on smart contracts, which may contain bugs or vulnerabilities that could result in the loss of your Digital Assets. In addition, technical failures, security vulnerabilities and poor infrastructure in DeFi Protocols may compromise your Digital Assets and the security of the underlying blockchain.

4.1.3. **Protocol and Network Risks**: DeFi involves participating in the network operations of a blockchain. If the blockchain network experiences issues such as outages, hacks, exploits, attacks, price oracle attacks or other disruptions including errors or security failures, your

Digital Assets may be at risk. Events occurring at the protocol level are outside of our control.

4.1.4. **DeFi Rewards Not Guaranteed**: DeFi rewards are determined by the protocol and can change. There is no guarantee of DeFi Rewards, and the expected returns may fluctuate due to changes in the protocol's tokenomics or market conditions.

4.1.5. **Systemic Risks**: DeFi may involve significant systemic risk, potentially destabilizing the underlying blockchain network by increasing counterparty risks and points of failure. In the case of substantial failures in DeFi layers, network forks might be demanded, threatening the social consensus of the underlying blockchain.

4.1.6. **Inherent Risks of Specific DeFi Protocols**: Each specific DeFi Protocol has its own inherent risks, arising from factors such as its governance model, technical capability, level of security, experience and reliability of the management team, tokenomics or economic design, counterparty reliance, liquidity, and market risks. This could result in complete or partial loss of your Digital Assets.

4.1.7. **Liquidity Risks**: Lending Pools depend on sufficient liquidity to function effectively. A sudden withdrawal of liquidity by other users can lead to slippage, increased costs, or even the inability to withdraw your Digital Assets promptly.

4.1.8. **Counterparty and Interoperability Risks**: DeFi Protocols may rely on oracles, validators, and third-party services, introducing counterparty risks. Additionally, cross-chain bridges and interoperability mechanisms can fail or be exploited, potentially leading to loss of Digital Assets.

4.1.9. **Liquidation Risks**: In Lending Protocols, if the value of your collateral falls below the required threshold, your collateral may be automatically liquidated by the DeFi Protocol, potentially at a significant loss.

4.1.10. **Network Congestion and Gas Fees**: High network congestion can lead to delays in transaction processing and unexpectedly high gas fees, impacting your ability to participate or exit a protocol efficiently.

4.2. **Pass-Through Service Risks**. By participating in the DeFi Yield Service, you will be interacting with third party services and protocols, including but not limited to (i) DeFi Protocols; (ii) smart contracts, as well as their related links, content, products, applications or services. DeFi introduces complex financial risks, including liquidity and counterparty issues. We do not control the actions of any smart contracts, protocols, third party service providers or third party services, and they may fail to perform as expected, which could result in a loss of some or all of your Digital Assets and DeFi Rewards. We only provide a pass-through service and any interactions or transactions with third party service providers and protocols are undertaken at your own risk. We do not guarantee the performance of any third-party service providers, third party services, smart contracts or protocols and are not responsible for any losses that may result from their actions or failures. You are responsible for conducting your own due diligence before choosing to use the DeFi Yield Service.

4.3. **Legal and Regulatory**. The regulatory status of Digital Assets is currently unsettled, varies among jurisdictions, and is subject to significant uncertainty. It is possible that in the future, certain laws, regulations, policies, or rules relating to Digital Assets, blockchain technology, or blockchain applications may be implemented which would directly or indirectly affect or restrict the services that we provide to you.

4.4. We may be forced to suspend, discontinue, or to change aspects of the DeFi Yield Service and any of our services in any jurisdictions, including the Digital Assets available for the DeFi Yield Service, without notice and for whatever reason. In such instances, Digital Assets in your Account may be frozen for an indefinite period of time until the matter is resolved.

4.5. **Cybersecurity**. Digital Assets may be subject to expropriation, theft and/or fraud; hackers and other malicious groups or organizations may attempt to interfere with our network and/or system in various ways including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing which may result in the loss of your Digital Assets or the loss of your ability to access or control the same. In such an event, we do not guarantee any remedy, refund, or compensation.

4.6. **Compensation Scheme**. You understand and agree that by using the Crypto.com App and the DeFi Yield Service, you are unlikely to have access to any financial services compensation scheme in your jurisdiction if something goes wrong.

4.7. **Tax**. You understand that the DeFi Rewards may be taxable or be considered tax events in your jurisdiction. You are solely responsible for all taxes and charges in relation to the DeFi Yield Service and any DeFi Rewards, and we and our third-party service providers (if any) are not liable for any losses in this regard.

4.8. This section is not exhaustive and does not include all the risks or disclosures associated with using DeFi, the DeFi Yield Service, Digital Assets and the use of our products and services in your jurisdiction. Before participating, make sure that you understand and agree with all the risks involved.

Addendum 14: Introducing Broker Services

1. Introduction

This Addendum ("**IB Services Addendum**") supplements and forms part of the Crypto.com App and Web U.S. Terms and Conditions (the "**Terms**") and applies to your use of the IB Services (as defined below) made available through the Crypto.com App and website (collectively, the "Platform"). Capitalized terms used but not defined herein have the meanings given to them in the Terms.

This Introducing Broker Services Addendum forms an agreement between you and Foris DAX, Inc. ("**Crypto.com**"), which is registered with the National Futures Association ("**NFA**") as an introducing broker. Crypto.com introduces customers to Foris DAX FCM, LLC ("**FCM**"), a futures commission merchant registered with the Commodity Futures Trading Commissions ("**CFTC**") and NFA. The FCM provides the guarantee of Crypto.com's obligations as a guaranteed introducing broker pursuant to a guarantee agreement between Crypto.com and the FCM.

By using the IB Services, you agree to this IB Services Addendum together with the Terms. This IB Services Addendum supersedes and overrides all prior terms and conditions and agreements pertaining to your use of the IB Services. In the event of any conflict between this IB Services Addendum and the Terms, this IB Services Addendum shall govern with respect to the IB Services.

2. The Services

The "**IB Services**" consist of the following:

(a) Introduction Services. Crypto.com acts as a guaranteed introducing broker to introduce you to the FCM for the purpose of opening and maintaining a futures account with the FCM (your "**FCM Account**") through which you may access CFTC-registered contracts ("**Contracts**") listed on a CFTC-designated contract market ("**DCM**"), including North American Derivatives Exchange, Inc. ("**NADEX**").

(b) Platform Access. Crypto.com provides the interface through the Platform for you to (i) submit an application to open an FCM Account, (ii) view and place orders for Contracts available on the DCM through your FCM Account, and (iii) monitor your FCM Account positions and activity.

(c) Fiat Wallet Funding. Crypto.com enables you to fund your FCM Account using your Fiat Wallet (as defined in the Terms) maintained by Crypto.com. When you initiate a transfer from your Fiat Wallet to your FCM Account, Crypto.com will facilitate the transfer of such funds to the FCM for deposit into your FCM Account. Withdrawals from your FCM Account will be returned to your Fiat Wallet in accordance with the FCM's withdrawal procedures.

THE FCM, AND NOT CRYPTO.COM, IS RESPONSIBLE FOR THE EXECUTION, CLEARING, AND SETTLEMENT OF ALL CONTRACTS TRANSACTIONS, THE CUSTODY OF CUSTOMER FUNDS DEPOSITED IN YOUR FCM ACCOUNT, AND COMPLIANCE WITH APPLICABLE CFTC REGULATIONS REGARDING CUSTOMER SEGREGATED FUNDS. CRYPTO.COM DOES NOT HOLD CUSTOMER FUNDS IN SEGREGATION AND DOES NOT ACT AS YOUR FUTURES COMMISSION MERCHANT.

Your FCM Account is governed by the FCM's Customer Agreement and any applicable DCM rulebook. You must apply for and be approved for an FCM Account by the FCM at its sole discretion. Your use of the Platform does not guarantee approval for an FCM Account or access to any DCM.

3. **Grant of License to Use the Platform**

Subject to your continuing compliance with this IB Services Addendum and the Terms at all times, we grant to you a limited, revocable, nontransferable, non-sublicensable, non-exclusive license to use the IB Services as made available through the Platform. All other rights not expressly granted to you are reserved. Any failure by you to comply with this IB Services Addendum or the Terms automatically results in the revocation of all licenses hereby granted.

4. **Accessing the IB Services**

You agree to access the IB Services only through the Platform using your existing Crypto.com account ("Account"). You are responsible for all matters relating to your Account and FCM Account and for ensuring that all uses thereof comply fully with this IB Services Addendum, the Terms, and the FCM's Customer Agreement. You are responsible for protecting the confidentiality of your Account credentials. You understand and agree that access to the Platform does not guarantee approval for an FCM Account or access to any Contracts on the DCM.

5. **Reservation of Rights**

We reserve the right, in our sole discretion, for any reason or no reason, and without incurring any liability to you, to:

(a) update, change, remove, cancel, suspend, interrupt, disable, or restrict access to or discontinue the IB Services or change any features, component, or content thereof;

(b) suspend, restrict, and/or terminate your access to any or all of the IB Services, including without limitation:

(i) where we determine in our sole discretion that we are required to do so by applicable law;

(ii) upon suspicion that you may be in breach of this IB Services Addendum or the Terms or are otherwise trying to circumvent these terms;

(iii) upon suspicion that your Account or FCM Account has been compromised;

(iv) upon suspicion that the IB Services are being used in a fraudulent or unauthorized manner;

(v) upon instruction or request from the FCM or the DCM; and

(vi) for any other reason that we deem appropriate in our sole discretion, or for no reason.

6. **Eligibility**

The IB Services are available to you only if you meet all of the following eligibility criteria (the "**Eligibility Criteria**"):

(a) You meet all eligibility requirements set forth in the Terms.

(b) 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;

(d) You have been approved for an FCM Account by the FCM.

(e) You are not in breach of any part of this IB Services Addendum or the Terms.

If you do not meet each and all of the Eligibility Criteria, then immediately discontinue using the IB Services. Each time you access and use the IB Services, you are affirming that you meet and continue to meet all of the Eligibility Criteria.

7. User Representations

By using the IB Services, you represent and warrant that:

(a) all registration information you submit to us and the FCM is true, accurate, current, and complete;

(b) you will maintain the accuracy of such information and promptly update such registration information as necessary;

(c) you have the legal capacity to agree to this IB Services Addendum and you agree to comply with its terms;

(d) you meet all the Eligibility Criteria;

(e) you will not access the IB Services or your FCM Account through automated or non-human means, whether through a bot, script, or otherwise;

(f) you will not use the IB Services or your FCM Account for any illegal, fraudulent, or unauthorized purpose or otherwise engage in any Prohibited Activities (as defined below);

(g) your use of the IB Services and your FCM Account will not violate any applicable laws;

(h) you understand that Contracts involve risk of loss and that past performance is not indicative of future results; and

(i) you understand that Crypto.com acts solely as a guaranteed introducing broker and does not provide investment advice, trading recommendations, or act as your futures commission merchant.

8. Fiat Wallet Funding

You may fund your FCM Account by initiating a transfer from your Fiat Wallet through the Platform. Upon your instruction, Crypto.com will facilitate the transfer of the designated amount from your Fiat Wallet to the FCM for credit to your FCM Account. Such transfers are subject to the terms governing your Fiat Wallet as set forth in Addendum 1 of the Terms.

You may request withdrawals from your FCM Account through the Platform. Withdrawal requests are subject to the FCM's processing times, applicable margin and collateral requirements, and any restrictions imposed by the FCM or the DCM. Withdrawn funds will be credited to your Fiat Wallet.

You acknowledge that once funds are transferred from your Fiat Wallet to your FCM Account, such funds are held by the FCM in accordance with applicable CFTC regulations and are no longer held by Crypto.com. Crypto.com shall have no liability for funds held by the FCM.

Crypto.com reserves the right to impose minimum or maximum transfer amounts, processing times, or other limitations on Fiat Wallet transfers to and from your FCM Account.

9. Prohibited Activities

You may not access or use the IB Services for any purpose other than that for which we make them available. You may not access or use your FCM Account in any manner that violates the FCM's Customer Agreement or any applicable DCM rulebook. Specifically, you agree not to (and shall not authorize, allow, permit, assist, or aid any other party to):

(a) perform illegal, unlawful, or immoral activities, or otherwise violate any applicable law (including but not limited to money laundering, terrorism financing, and/or fraudulent activities);

(b) deposit with the FCM any funds that are, directly or indirectly, derived from or form part of the proceeds of any criminal, fraudulent, or unlawful activity;

(c) interfere with or disrupt the IB Services or the Platform, including circumventing or disabling any applicable usage limits, safeguards, or security measures;

(d) systematically retrieve data or other content from the IB Services to create or compile, directly or indirectly, a collection, compilation, database, or directory for any purpose;

(e) make improper use of our support services or submit false reports;

(f) engage in unauthorized framing of or linking to the IB Services;

(g) engage in any automated use of the IB Services, such as using scripts, bots, data mining tools, or similar data gathering and extraction tools, without prior approval in writing;

(h) engage in any manipulative or deceptive trading activity, including wash trading, spoofing, or any activity that violates applicable DCM rules; or

(i) any other activity that we or the FCM may deem to be prohibited.

10. Disclaimer of Warranties

THE IB SERVICES AND ACCESS TO YOUR FCM ACCOUNT THROUGH THE PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) WITH RESPECT TO THE IB SERVICES; AND EXCEPT AS EXPRESSLY PROVIDED IN THIS IB SERVICES ADDENDUM, TO THE FULLEST EXTENT PERMITTED BY

APPLICABLE LAW, WE HEREBY DISCLAIM ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, TIMELINESS, QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE IB SERVICES WILL BE UNINTERRUPTED, ACCURATE, OR ERROR FREE.

CRYPTO.COM DOES NOT GUARANTEE THE PERFORMANCE OF THE FCM OR THE DCM. CRYPTO.COM MAKES NO REPRESENTATION OR WARRANTY REGARDING THE AVAILABILITY, RELIABILITY, OR PERFORMANCE OF THE FCM'S SYSTEMS, THE DCM'S TRADING PLATFORM, OR THE EXECUTION OR SETTLEMENT OF ANY CONTRACTS TRANSACTION.

11. Limitation of Liability

CRYPTO.COM ACTS SOLELY AS A GUARANTEED INTRODUCING BROKER AND DOES NOT EXECUTE, CLEAR, OR SETTLE TRANSACTIONS, HOLD CUSTOMER SEGREGATED FUNDS, OR PROVIDE INVESTMENT ADVICE. THE FCM IS SOLELY RESPONSIBLE FOR THE EXECUTION AND CLEARING OF YOUR TRANSACTIONS AND THE HOLDING OF CUSTOMER FUNDS IN YOUR FCM ACCOUNT.

IN NO EVENT WILL CRYPTO.COM OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OWNERS, REPRESENTATIVES, VENDORS, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE IB SERVICES OR YOUR FCM ACCOUNT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CRYPTO.COM'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, WILL AT ALL TIMES BE LIMITED TO 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.

WITHOUT LIMITING THE FOREGOING, CRYPTO.COM SHALL HAVE NO LIABILITY FOR: (A) ANY LOSSES ARISING FROM TRADING IN CONTRACTS, INCLUDING LOSSES RESULTING FROM MARKET MOVEMENTS, ORDER EXECUTION, OR SETTLEMENT; (B) ANY ACTS OR OMISSIONS OF THE FCM OR THE DCM; (C) ANY DELAY OR FAILURE IN THE TRANSFER OF FUNDS BETWEEN YOUR FIAT WALLET AND YOUR FCM ACCOUNT CAUSED BY THE FCM OR THIRD-PARTY PAYMENT PROCESSORS; OR (D) ANY SUSPENSION, RESTRICTION, OR TERMINATION OF YOUR FCM ACCOUNT BY THE FCM OR THE DCM.

IF YOU ARE DISSATISFIED WITH THE IB SERVICES OR WITH THE TERMS OF THIS IB SERVICES ADDENDUM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE IB SERVICES.

12. Risk Disclosure

TRADING CONTRACTS INVOLVES SUBSTANTIAL RISK OF LOSS AND IS NOT SUITABLE FOR ALL PERSONS. YOU SHOULD CAREFULLY CONSIDER WHETHER TRADING CONTRACTS IS APPROPRIATE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION, RISK TOLERANCE, AND INVESTMENT OBJECTIVES. YOU COULD LOSE ALL OR A SUBSTANTIAL PORTION OF THE FUNDS YOU DEPOSIT WITH THE FCM.

Crypto.com does not provide investment advice, trading recommendations, or any advice regarding the suitability of any particular Contract or trading strategy. Any market data, research, or other information

provided through the Platform is for informational purposes only and should not be construed as a recommendation or solicitation to buy or sell any Contracts.

13. Relationship of the Parties

Foris DAX Inc. ("**Crypto.com**") is a guaranteed introducing broker registered with the NFA (NFA ID: 0567284). Crypto.com introduces customers to the FCM but does not execute transactions, clear trades, or hold customer funds in segregation.

Foris DAX FCM, LLC is registered with the CFTC and NFA as a futures commission merchant (NFA ID: 0546329) and is responsible for accepting and executing your orders, holding your funds in customer segregated accounts, and complying with all applicable CFTC and NFA requirements with respect to your FCM Account.

The FCM has entered into a guarantee agreement with Crypto.com under which the FCM guarantees the obligations of Crypto.com as an introducing broker. This guarantee does not create any additional rights or obligations between you and Crypto.com or between you and the FCM beyond those set forth in the applicable customer agreements provided by the FCM.

Your contractual relationship for the execution, clearing, and settlement of Contracts transactions is with the FCM, not Crypto.com. Any disputes arising from the execution or settlement of transactions, margin requirements, or the handling of customer funds should be directed to the FCM.