

## [French Version](#)

### CRYPTO.COM APP TERMS & CONDITIONS - CANADA

Last Update: 24 July 2023.

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

**THESE TERMS INCLUDE AN AGREEMENT TO RESOLVE DISPUTES BY ARBITRATION ON AN INDIVIDUAL BASIS AND MAY IMPACT OR PROHIBIT CLASS ACTION CLAIMS. PLEASE REFER TO CLAUSE 16 FOR ADDITIONAL DETAILS. IF YOU ARE A QUEBEC CONSUMER AS SUCH TERM IS DEFINED UNDER THE CONSUMER PROTECTION ACT (CQLR c P-40.1), SUCH OBLIGATIONS TO RESOLVE DISPUTES BY ARBITRATION OR PROHIBITION TO INSTITUTE A CLASS ACTION DO NOT APPLY TO YOU.**

#### **1. Introduction.**

1.1 The Crypto.com App Services (described below) are provided to you by Foris DAX, Inc., a Delaware corporation and registered with the Financial Transactions and Reports Analysis Centre of Canada (“FINTRAC”) as a foreign money services business (together with its Affiliates “**Crypto.com**” or “**we**” or “**us**”), and/or the relevant Affiliate(s) providing services in your area for the particular service or services you access. Foris DAX, Inc. is not currently registered under the securities or derivatives laws of any jurisdiction of Canada and has not been granted an exemption from any requirements of securities or derivatives laws of any jurisdiction of Canada. Foris DAX, Inc. has filed an application for registration as a restricted dealer in certain Canadian jurisdictions and for exemptive relief from securities and derivatives laws in such jurisdictions, but has not yet obtained such registration or exemptive relief. Until such time as Foris DAX, Inc. obtains registration, Foris DAX, Inc. has agreed to abide by the terms of a pre-registration undertaking available at the following [link](#). However, there is no guarantee that the registration and exemptive relief will be granted. These Terms supersede and override all prior terms and conditions and agreements pertaining to your use of the Crypto.com App 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 annexes, product schedules, and/or Addenda (together “**Annexes**”) (if any), each of which Annexes may be updated from time to time independently of these T&Cs, will apply to your access to, and your use of, the Crypto.com App Services. Please take the time to read and understand these Terms before using the Crypto.com App 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 Annex, 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 Annex 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 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 following the posting of changes or modifications will confirm your acceptance of such changes or modifications.

1.4 By using the Crypto.com App Services and/or completing the sign-up process to register an Account, 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 and all Applicable Laws. Your acceptance of these 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; (ii) using the Crypto.com App or App 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. 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 Definitions and Interpretation. In these Terms:

“**Account**” means an account that is established by Crypto.com in your name for the purposes of using or accessing information about any Service, which may be made available through the Site, Crypto.com App and/or other means as determined by Crypto.com in its sole discretion;

“**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;

“**Airdrop**” means a distribution or attempted distribution where an address that holds a Crypto Asset receives or is allocated a certain amount of the same or another Crypto Asset;

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

“**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 that applies to or is otherwise intended to govern or regulate any person (including all parties to these Terms), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority;

“**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**,” “**Main App**,” or “**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**” or “**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 and/or Site from time to time in respect of your Crypto Assets. The Crypto.com App Services shall specifically comprise the services set forth in Clause 2.1.

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

“**CSCs**” means the stable coins made available by Crypto.com for use on the Crypto.com App;

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

“**Crypto Asset Conversion**” shall have the meaning ascribed to the term in Clause 2.4;

“**Crypto Asset Transfer**” shall have the meaning ascribed to the term in Clause 2.5;

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

“**Dispute**” shall have the meaning ascribed to the term in Clause 16.1.2;

“**Eligible Card**” means any payment card that is accepted by Crypto.com as a means of payment for Fiat to Crypto Asset 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 and Crypto.com App 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 2;

“**Erroneous Withdrawal Instruction(s)**” shall have the meaning ascribed to the term in of Addendum 2;

“**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 and/or Crypto Asset Wallet;

“**Fiat**” means a government-issued currency that is not backed by a physical commodity for the purposes of these Terms, i.e., the United States Dollar (USD) or Canadian Dollar (CAD);

“**Fiat Wallet Terms**” shall have the meaning ascribed to the term in Addendum 2;

“**Fiat to Crypto Asset Conversion**” shall have the meaning ascribed to the term in Clause 2.3;

“**Fiat Top-up**” shall have the meaning ascribed to the term in Addendum 2;

“**Fiat Top-up Fees**” shall have the meaning ascribed to the term in Addendum 2;

“**Fiat Wallet**” means one of the wallets in the Crypto.com App that holds fiat funds topped-up through bank transfer in accordance with Addendum 2;

“**Fiat Withdrawal**” shall have the meaning given to it in Addendum 2;

“**Fiat Withdrawal Fees**” shall have the meaning given to it in Addendum 2;

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

“**Fork**” means changes in operating rules of the underlying protocols of a Crypto Asset that may result in: (a) more than one version of that Crypto Asset; (b) material changes in the value, function, and/or the name of a Crypto Asset; and/or (c) Crypto.com holding an amount (which may be an identical amount) of Crypto 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;

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

“**Lockup**” or “**Lock up**” means the holding of any Crypto 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;

“**OBSI**” shall have the meaning ascribed to the term in Clause 17.1.2;

“**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 2;

“**Permitted Bank Account**” shall have the meaning given to it in Addendum 2;

“**Personal Data**” or “**Personal Information**” 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;

“**Rules**” shall have the meaning ascribed to the term in Clause 16.1.4;

“**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 and Crypto.com App;

“**Site**” means the website at [www.crypto.com/ca](http://www.crypto.com/ca) 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 on your Crypto Asset Wallet or the Crypto.com App or Site generally;

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

“**we/us/our**” means Crypto.com;

“**Withdrawal Bank Account**” shall have the meaning given to it in Addendum 2; and

“**you/your**” means the individual who is the user of the Services.

## 2. 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. You understand that your use of the Crypto.com App Services depends on public internet, including networks, cabling facilities and other factors not in our control. Accordingly, we cannot guarantee any minimum level of performance, speed, reliability, use or consistency.

The Crypto.com App Services shall specifically comprise the following services:

- hosted Crypto Asset wallets that allow you to top-up Crypto Assets transferred from external wallets or from other Crypto.com App accounts, and store Crypto Assets with Crypto.com's custodian(s);
- a digital fiat wallet which allows you to store fiat currency with Crypto.com's custodian(s), which can be used to purchase Crypto Assets, store fiat proceeds from the sale of Crypto

Assets, make deposits from certain credit or financial institutions, and execute withdrawals of fiat currency to your verified personal bank account;

- a fiat currency to Crypto Asset conversion service under which you may convert fiat currency into any listed Crypto Asset to be held in your hosted Crypto Asset wallet;
- a Crypto Asset conversion service under which you may convert a Crypto Asset into another Crypto Asset to be held in your hosted Crypto Asset wallet;
- a Crypto Asset transfer service under which you may transfer any Crypto Asset to another recipient, which may be the hosted Crypto Asset wallet of another user of the Crypto.com App or a recipient's external wallet;
- any incentive program(s) (including but not limited to any kind of reward, cashback, Crypto Asset Lockup or referral programs) that may be launched or offered via the Crypto.com App from time to time in accordance with applicable legislation or regulations;
- "Crypto Earn", which allows you to earn rewards if you store certain Crypto Assets with us. The applicable rewards, as amended and/or available from time to time, depending on the type of Crypto Asset stored and the duration of the storage;
- "Crypto.com Pay" which allows you to make peer-to-peer payments of supported Crypto Assets to other active Crypto.com App users and to purchase various items from Crypto.com as a reseller of third party goods, including gift cards; and
- any other products or services listed or shown on the Crypto.com App or our official communication channel from time to time.

### **3. The Crypto.com App.**

#### **3.1 Description of the Crypto.com App.**

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

- view the balance and Transaction History of your Crypto Asset Wallet;
- obtain instructions on how to load your Crypto Asset Wallet;
- request for a Crypto Asset Transfer from your balance held in your Crypto Asset Wallet;
- request a Crypto Asset Conversion; and
- request a Fiat to Crypto Asset Conversion.

### 3.2 Grant of License to Use the Crypto.com App.

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 access the Crypto.com App 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 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 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 is 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.

### 3.3 Reservation of Rights.

3.3.1 We reserve the right, and without incurring any liability to you, to:

- update, change, remove, cancel, suspend, disable or restrict access to or discontinue the Crypto.com App Services or change any features, component or content thereof, or to delist from the Crypto.com App Services or otherwise cease to support any Digital Asset;
- decline, suspend, cancel, reverse, void or partially execute any Fiat to Crypto Asset Conversion, Crypto Asset Conversion or Crypto Asset Transfer Instruction; and
- 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.

3.3.2 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:

- 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;
- 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;
- upon reasonable suspicion that a transaction is fraudulent or erroneous;
- upon reasonable suspicion that your account has been compromised or the Services are being used in a fraudulent or unauthorized manner;



- 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;
- where any of your Crypto Asset Wallets and/or Fiat Wallet or you are subject to pending litigation, investigation, or government proceedings, including litigation that is brought or threatened against Crypto.com; and
- for any other reason which we reasonably deem it is appropriate to do so.

3.3.3 In the event that 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 Services, we will provide you with 30 days within which you must transfer, or instruct us to transfer on your behalf, any remaining Crypto Assets or Fiat out of the Crypto.com App. Should you fail to transfer, or instruct us to transfer, any such remaining Crypto Assets or Fiat within the 30-day period, we reserve the right to liquidate any Crypto Assets and return to you any outstanding Fiat via a check to your last known mailing address.

3.3.4 In the event a Crypto Asset becomes delisted or unsupported for any reason, we will attempt to contact you and, to the extent practicable, provide you with an opportunity to transfer such Crypto Assets out of your Crypto Asset Wallet. If you fail or are unable to transfer such Crypto Assets out of your Crypto 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, but have no obligation to, liquidate such Crypto Assets in your Crypto Asset Wallet at the then-current price and deposit the proceeds in your Fiat Wallet (or, if you do not have a Fiat Wallet, to arrange to deliver the proceeds to you by another method). You may be unable to liquidate such Crypto Asset in a timely manner or at all if you do not comport with this provision.

3.3.5 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. We do not guarantee that any specific content, component and/or feature will always be available on the Crypto.com App Services and reserve the right to cease any Crypto.com App 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 Crypto Assets and the use of Crypto.com App Services, including all of the risks set forth in this Clause 4 (“Risk Statement”) and referenced therein or referenced in other sections of these Terms, including the Addenda.

Foris DAX, Inc. is not currently registered under the securities or derivatives laws of any jurisdiction of Canada and has not been granted an exemption from any requirements of securities or derivatives laws of any jurisdiction of Canada. Foris DAX, Inc. has filed an application for registration as a restricted dealer in certain Canadian jurisdictions and for exemptive relief from securities and derivatives laws in such jurisdictions, but has not yet obtained such registration or exemptive relief. Until such time as Foris DAX, Inc. obtains registration, Foris DAX, Inc. has agreed to abide by the terms of a pre-registration undertaking available at the following [link](#). However, there is no guarantee that the registration and exemptive relief will be granted.

No securities regulatory authority in Canada has expressed an opinion about any of the Crypto Assets made available through the Crypto.com App Services or the crypto contracts related to any of the Crypto Assets made available through the Crypto.com App Services, including any opinion that any individual Crypto Asset is not itself a security and/or derivative under applicable securities laws.

#### 4.1 General Risks.

- 4.1.1 All transactions involving Crypto 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 Crypto Asset transfers to and from external wallet addresses that are in a pending state will be designated accordingly, and the relevant Crypto Asset will not be included in your Crypto Asset Wallet or be available to conduct transactions. For additional risks, see Addenda 3.
- 4.1.2 The risk of loss in holding Crypto Assets can be substantial. You should, accordingly, carefully consider whether holding Crypto Assets is suitable for you in light of your financial situation and risk tolerance. In considering whether to hold Crypto Assets, you should be aware that the price or value of Crypto 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 which allow you and/or third parties to access and hold Crypto Asset private keys, you acknowledge that we are not responsible for safeguarding such keys and that we are not responsible for any loss of Crypto Assets resulting from theft, loss, or mishandling of Crypto Asset private keys outside our control. We are not responsible for the market of Crypto Assets, and we make no representations or warranties concerning the real or perceived value of Crypto Assets as denominated in any quoted currency. Although we may provide historical and/or real-time data regarding the price of Crypto Assets, including graphs displayed within the Crypto.com App showing the price fluctuations of Crypto 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 Crypto 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 Crypto Assets, even if the Crypto.com App Services were delayed, suspended, or interrupted for any reason.

4.1.3 Neither your Crypto Asset Wallet nor Fiat Wallet is a depository account. Crypto Assets held in your Crypto Asset Wallet are not eligible for coverage by the Canadian Investor Protection Fund, Canadian Deposit Insurance Corporation, or any other investor protection insurance scheme, and Foris DAX, Inc. is not a member of the Canadian Investor Protection Fund. Funds stored in your Crypto Asset Wallet does not earn any interest. Funds stored in your Fiat Wallet do not earn any interest. and are not protected by any government-backed depositor compensation, insurance or guarantee scheme, unless otherwise expressly stated.

4.1.4 As discussed in Section 3, we may, in our discretion, temporarily or permanently delist or restrict some or all of the functionalities (deposit, receive, transfer, withdraw, purchase, or sell) available for any given Crypto Asset either categorically or with respect to one or more users of the Crypto.com App Services. In making such a determination, we may consider various factors, such as (but not limited to) market demand, expense, reputability, monitorability, material adverse media, legal and regulatory risk, and code usage, design, functionality, and security. In the event, see Sections 3.8.3, 3.8.4, 3.3.4, and 3.3.5 as well as other applicable sections for actions we may take in our sole discretion.

4.1.5 Neither your Crypto Asset Wallet nor Fiat Wallet is a depository account. Crypto Assets held in your Crypto Asset Wallet are not eligible for coverage by the Canadian Investor Protection Fund (“CIPF”), Canadian Deposit Insurance Corporation (“CDIC”), or any other investor protection insurance scheme, and Foris DAX, Inc. is not a member of the Canadian Investor Protection Fund (“CIPF”).

## 4.2 Crypto Asset Volatility Risks.

4.2.1 The price of Crypto Assets and Crypto Asset markets have historically been subject to significant volatility. The price and trading volume of any Crypto 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 Crypto 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 Crypto Assets' networks are subject to Forks which are exogenous to Crypto.com and 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 Crypto Asset (the "**New Forked Asset**") related to an existing Crypto Asset (the "**Prior Asset**"). You further agree and understand that Forks may materially affect the value, function, and/or name, and may result in loss of control or ownership, of the Prior Assets and other Crypto Assets you hold on the Crypto.com App and that the New Forked Asset may have minimal or no value. Upon becoming aware of a Fork and to the extent that we have any rights or are able to take any action, in the event of a Fork, Crypto.com may, in our sole discretion, temporarily suspend or amend any Crypto.com App Services for an extended period of time (with or without advance notice to you) until we have determined that such functionality can be restored. We may also determine, in our sole discretion, whether or not to support the Forked Network(s), the terms on which we will support a Fork, how to apportion loss in the event of such a fork, and who should have ownership or receive Crypto Assets and/or benefits (if any), and any other action or inaction in our sole and absolute discretion. This could occur with potentially little or no warning and your ability to use the Services or Crypto Assets may be limited and subject to the Fork. You agree that we will not be liable to you for any action or inaction we may take in response to or in connection with a Fork. In the event that Crypto.com decides not to support any such Forked Network ("**Unsupported Forked Network**"), the Crypto 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 Crypto 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 CRYPTO 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 CRYPTO

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 CRYPTO ASSETS, AND THAT CRYPTO.COM DOES NOT ASSUME ANY LIABILITY FOR LOSSES RESULTING FROM SUCH EVENTS.

#### 4.3.2 Airdrops.

4.3.2.1 In the event of an Airdrop, Crypto.com may temporarily suspend any Crypto.com App Services or any Crypto Assets for an extended period of time (with or without advance notice to you) until we have determined that such functionality can be restored. This could occur with potentially little or no warning and your ability to use the Services or Crypto Assets may be limited and subject to the Airdrop.

4.3.2.2 Upon becoming aware of an Airdrop and to the extent that we have any rights or are able to take any action, we may in our sole discretion determine whether to credit any Crypto Assets and/or benefits received by us to a Crypto.com account or participate in an Airdrop, and upon what terms to do so, such decision regarding the Crypto Assets and/or benefits remains with us at all times. We will not be liable to you for failure to credit any Crypto Asset and/or benefits to you or participate in any Airdrop. If we do not support an Airdrop, we may claim such Airdrop and any Crypto Asset and/or benefits in relation to it, for our own benefit (unless it is unavoidable or impractical to avoid based on the means of distribution). Where due to an Airdrop, any airdropped Crypto Assets and/or benefits in respect of any Crypto Assets have been received by you directly, we may claim such airdropped Crypto Assets and/or benefits from you and you agree to return such airdropped Crypto Assets and/or benefits to us. You further agree that any Crypto Assets and/or benefits in relation to an Airdrop does not create or represent any relationship between us and the sender and/or the related Crypto Asset network, and that we are not subject to any obligations whatsoever as they relate to the sender and/or the related Crypto Asset network.

#### 4.3.3 Other Technology and Security Risks.

4.3.3.1 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.

4.3.3.2 Crypto Assets built on blockchain technology were only introduced in 2008 and remain in the early stages of development. In addition, different Crypto

Assets are designed for different purposes. The further growth and development of any Crypto Assets and their underlying networks is subject to a variety of factors that are difficult to evaluate.

4.3.3.3 There is risk of loss of Crypto 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.

4.3.3.4 You acknowledge that you and your Crypto 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 Crypto Assets and other assets in the event you are subject to such fraud.

4.3.3.5 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 do not intend to make available through the Crypto.com App Services any Crypto Assets that are considered to be securities or derivatives under securities legislation in Canada.

4.4.2 However, to effect the Crypto.com App Services, we may hold Crypto Assets beneficially owned by you on your behalf through contracts, called “crypto asset contracts,” under securities legislation in Canada. These crypto asset contracts are subject to securities legislation in Canada. Because your rights to Crypto Assets beneficially owned by you are subject to crypto asset contracts, your rights are subject to the ability of Crypto.com to fulfill its obligations under those crypto asset contracts. In the event of bankruptcy, insolvency or like circumstances or other event that significantly disrupts our ability to conduct business, we may not be able to fulfill our obligations to you and your rights to access your Crypto Assets may be adversely affected.

4.4.3 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 in your jurisdiction. Further, such changes could also impact your legal obligations with respect to your use of the Crypto.com App Services. To the extent that a Crypto Asset is considered to be a security and/or derivative by a binding authority, we would need to review such Crypto Asset and may be required to delist or restrict some or all of the

functionalities available for any given Crypto Asset. See Section 4.1.3 for additional details.

- 4.4.4 In addition to existing laws and regulations, various governmental and regulatory bodies in Canada 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.
- 4.4.5 Informed by this evolving regulatory landscape, we perform due diligence with respect to Crypto Assets prior to making them available through the Crypto.com App Services. Our decision on whether or not to make a Crypto Asset available is based on our review of publicly available information and other information about the Crypto Asset, including, but not limited to:
- The creation, governance, usage and design of the Crypto Asset, including issuance documents, consensus mechanisms, clearing technology, code governance and design, and code security;
  - The supply, demand, maturity, and utility of the Crypto Asset;
  - The reputability and monitorability of the Crypto Asset;
  - Material adverse media relating to the Crypto Asset; and
  - Legal and regulatory risks associated with the Crypto Asset, including whether a regulator of competent jurisdiction in Canada or the United States or other jurisdiction with which the Crypto Asset has the most significant connection will determine that the Crypto Asset is a security or derivative based on their prior decisions.

#### 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, including safekeeping of Crypto Assets, 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.
- 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. 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 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 Crypto 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 Crypto Assets, including on our platform, and we may be forced to pass such increases along to our customers.

#### 4.6 Custody Risks.

4.6.1 Crypto Assets received by Crypto.com from its customers are subsequently deposited with an Affiliate of Crypto.com: Foris DAX MT Ltd. (the "**Custodian**"). The Custodian is a Class 3 Virtual Financial Assets Service Provider licensed, regulated, and supervised by the Malta Financial Services Authority as a custodian. The Custodian has significant experience and expertise with the custody of Crypto Assets and the operations of financial technology businesses, and utilizes secure service providers as part of its custodial services, including BitGo Trust Company, Ledger Enterprise, Fireblocks, and Foris DAX SG. The Custodian holds Crypto Assets in an omnibus account (or accounts) in the name of Crypto.com and Crypto.com earmarks such Crypto Assets for each respective client. The Custodian stores 100% of all Crypto Asset private keys in a combination of online and offline storage. Although Crypto Assets are generally held by the Custodian, Crypto.com has access to client Crypto Assets. Due to Crypto.com having access to client assets in the manner described above, client assets are exposed to risk of loss: (i) if there is a breakdown in Crypto.com's information technology systems; or (ii) due to the



fraud, willful or reckless misconduct, negligence or error of Crypto.com or their personnel.

4.6.2 Custody of your Crypto Assets with Crypto.com’s Custodian, rather than holding your assets in a self-hosted/private wallet, may increase certain risks. These risks include risk of loss: (i) if the Custodian becomes bankrupt or insolvent; (ii) if there is a breakdown or breach in the Custodian’s information technology systems and controls; or (iii) due to fraud, willful or reckless misconduct, negligence, or error of the Custodian or its personnel or its service providers. Crypto.com and its Custodian do not pledge, repledge, hypothecate, re-hypothecate, lend, or borrow any Crypto Assets held by the Custodian or Crypto.com.

4.7 Risks Specific to Individual Crypto Assets.

4.7.1 In addition to the risks covered in this Risk Statement and anywhere else in these Terms, each specific Crypto Asset available through the Crypto.com App Services may present distinct risks. We have prepared plain language descriptions of the Crypto Assets made available through the Crypto.com App Services, including some risks related to these individual Crypto Assets. These descriptions (each, a “**Crypto Asset Statement**”) are available [here](#). The risks attendant to any specific Crypto Asset may evolve over time. You understand, accept, and agree to assume all of the various risks involved with each Crypto Asset available via the Crypto.com App Services.

4.8 Limits of Statutory Rights of Action under Securities Laws.

4.8.1 The statutory right of action for damages and the right of rescission in section 130.1 of the *Securities Act* (Ontario) or similar statutory rights under the securities legislation in the applicable province or territory in Canada do not apply in respect of a misrepresentation in this Risk Statement or in any Crypto Asset Statement provided in connection with use of the Crypto.com App Services.

4.9 Conflicts of Interest.

4.9.1 We have adopted policies and procedures designed to manage material conflicts of interest arising from our operations in connection with the Crypto.com App Services. We believe these policies and procedures are sufficient to identify and manage material conflicts of interest, protect our customers’ interests, and to fulfill our obligations to our customers. A failure to adequately identify and manage material conflicts of interest could adversely affect your interests and could expose Crypto.com to liability, fines, reputational damage, operational risk, and other serious consequences that could affect our ability to provide the Crypto.com App Services.

4.9.2 Crypto.com has identified that potential material conflicts may arise in connection with working with affiliates to provide the Crypto.com App Services. The fiat currency you deposit with Crypto.com is deposited with Foris, Inc. (the “**MSB Affiliate**”), which is an affiliate of Crypto.com, who in turn deposits the funds with

Digital Commerce Bank. The Crypto Assets you deposit with Crypto.com are held in custody by Foris DAX MT Ltd. (the “**Custodian**”), an affiliate of Crypto.com, which utilizes affiliated and unaffiliated third party technology service providers, including Foris DAX SG. In order to source liquidity for the Crypto Asset transactions available through the Crypto.com App Services, Crypto.com sources liquidity from the Custodian, which in turn sources liquidity from various unaffiliated third parties. The services provided by these affiliates are subject to contractual obligations to Crypto.com that are monitored by us with the aim of ensuring that acceptable standards of service are maintained at all times. We have implemented safeguards designed to ensure that our management and operations and the management and operations of our affiliates are operationally independent.

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

By signing up to use the Crypto.com App 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 Crypto Assets and the use of Crypto.com App Services, including but not limited to the risks specifically set forth in Clause 4 and referenced therein. 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 and referenced therein. 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.

### **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 Crypto 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 Crypto Assets or (b) made any representation to you regarding the legality of transacting in Crypto Assets under Applicable Laws. In deciding to use Crypto.com App Services to transact in Crypto 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 and transacting in Crypto Assets are suitable and appropriate for you.

5.2.2 We do not provide recommendations or investment advice, and any content on the Crypto.com App and Site or other communication channels should not be considered as a substitute for tailored recommendations or investment advice. We do not conduct trade-by-trade suitability determinations. The contents of the Crypto.com App 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 Crypto Asset.

### 5.3 Identity and Eligibility.

You represent and warrant that:

- you are at least eighteen (18) years of age;
- you reside in Canada;
- you have the full right, power, and authority to agree to these Terms;
- 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;
- 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 Crypto Assets is unlawful or restricted in any way or requires licensing, registration or approval of any kind;
- 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;
- you will not simultaneously have multiple accounts to access the Crypto.com App Services; you are not impersonating any other person, operating under an alias or otherwise concealing your identity;
- 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 Canada or the United States has embargoed goods or services; (iii) are not identified as, or do not knowingly engage in any dealings or transactions with, a Blocked Person or a Canadian Sanctions Designated Person pursuant to the *Special Economic Measures Act (Canada)* or the *United Nations Act (Canada)* or any associated regulations or any other legislation or regulations dealing with sanctioned individuals;
- 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;
- you are not placed on the U.S. Department of Commerce, Bureau of Industry and Security's Denied Persons List, or any similar restricted list in Canada;

- you will not use our Crypto.com App Services if any Applicable Laws prohibit you from doing so in accordance with these Terms;
- you will use our Services solely for your own personal use only and not for any commercial or business purposes;
- 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;
- you are the beneficial owner of (or if you are acting as a trustee, the legal owner) any Crypto Asset or fiat currency subject to these Terms and forming the subject matter of the Services; and
- you are compliant with all Applicable Laws requirements to which you are subject, including without limitation, all tax laws and regulations, exchange control requirements and registration requirements.

5.4 Any use of the Crypto.com App Services by an individual who does not meet the criteria outlined in this Article 5 is unauthorized, unlicensed and will be deemed in violation of these Terms.

## 5.5 **Onboarding and Ongoing Basic Requirements.**

- 5.5.1 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 Laws, 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 otherwise required 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.
- 5.5.2 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, 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.
- 5.5.3 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 your Account, and/or to change the eligibility criteria for registration or

use of the Crypto.com App 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 in accordance with our [Privacy Notice](#). By agreeing to these Terms, you acknowledge that we or a third party on our behalf may verify, supplement, or amend your information for any reason including for the up-to-date maintenance of our records or to comply with applicable reporting obligations.

- 5.5.4 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 Data 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. 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. 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.
- 5.5.5 At the time you sign up for the Crypto.com App Services or at any time in the future after signing up for the Crypto.com App Services, you authorize us to undertake electronic identity verification checks on you, either directly or using third-party service providers.
- 5.5.6 Notwithstanding any Terms hereunder or your successful completion of the signing up process in accordance with Clause 5.3 above, certain types of users are specifically prohibited from using certain features within the Crypto.com App Services. You further represent and warrant that in relation to the use of CSCs on the Crypto.com App or any of the Crypto.com App 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>.
- 5.5.7 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.

## 5.6 **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 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 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 our services 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;
- (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
- (d) You will promptly comply with our notices and our personnel's instructions with respect to your use of Crypto.com App 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 and/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 and/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 and/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 or Sites or combine or incorporate the Crypto.com App and/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 and/or Sites or any components thereof;
- (f) use the Crypto.com App and/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 and/or Sites in a way that could damage, disable, impair, or compromise the Crypto.com App and/or Sites or the provision of the Crypto.com App Services (or the systems or security of the Crypto.com App and/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 or Sites, the server on which the Crypto.com App and/or Sites are stored, or any other server, computer, or database connected to or used in the service of the Crypto.com App 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 and/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 and/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 Crypto Assets 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 and/or Sites.

### 6.3 Crypto.com's Rights of Enforcement.

Subject to Applicable Laws, 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, 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 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 that may arise in connection with your use of the Crypto.com App in accordance with these Terms; and
- 7.1.3 installing updates and patches for the Crypto.com App 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 shall 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 and liable 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 shall likewise be solely responsible for any access to and use of the Crypto.com App and the 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.

7.3 You acknowledge and agree, without prejudice to the foregoing and any other terms in these Terms, that you shall bear all of the risk of any loss of access to your Crypto Asset Wallet, accounts, and Crypto.com App Services, including, without limitation, 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.

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](mailto:contact@crypto.com); provided, however, that such notification to us shall not prejudice us in any way nor abridge, alter, limit, or otherwise affect our disclaimers and rights under Clause 7.2. 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 Our Privacy Notice applies to your use of the Crypto.com App Services and is available here: <https://crypto.com/privacy/canada>. To the extent permitted by Applicable Laws, by using the Crypto.com App Services, you consent to the collection, use and disclosure and other handling of your Personal Data as outlined in our Privacy Notice.

7.5.2 By using the Crypto.com App 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 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 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.

## **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 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 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 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 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, our records (including electronic, computer and microfilm stored records) of all matters relating to your use of the Crypto.com App 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.**

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

9.2 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.

## **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 Crypto Asset Transfer, Crypto Asset Conversion or Fiat to Crypto Asset Conversion (each, a “**Transaction**”), including for purposes of compliance with Applicable Laws.

10.2 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.

10.3 Crypto.com securely stores 100% of all Crypto 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, 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.

10.4 It is your sole responsibility to determine whether, and to what extent, any Taxes apply to any transactions associated with your receipt or transfer of Crypto 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 is available through the Crypto.com App. We are not obligated to, nor will we determine whether, and to what extent, Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.

10.5 The loading of Crypto Asset to your Crypto 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 but Crypto.com may, in its sole discretion, apply different limits to you specifically. We may also require you to submit additional information about yourself (including any person associated with you and your activities), provide records of, and arrange for meetings with Crypto.com staff to discuss your loading of Crypto Asset to your Crypto Asset Wallet or any Transaction you have effected.

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

10.7 Except as otherwise specifically provided in these Terms, as between you and Crypto.com, title to the assets in your Crypto 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 as required by law, or except as provided herein, Crypto.com will not sell, transfer, loan, hypothecate, or otherwise alienate such assets unless instructed by you or except as required by Applicable Law. 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 Terms, Crypto Assets of like kind are considered to be fungible assets, and your title to the assets in your Crypto Asset Wallet gives you ownership rights in the corresponding amount of each kind of Crypto Asset in your Crypto Asset Wallets but not necessarily in a specifically-identified or specifically-identifiable token or other representation of such Crypto Asset. Notwithstanding the foregoing, Crypto.com does not make any representation as to the likely treatment of the assets in your Crypto 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 Canada, 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.

## **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, 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, the Crypto.com App, 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, the Site, and all intellectual property related thereto
- 11.1.3 except as expressly indicated on the Site or the Crypto.com App, no endorsement, sponsorship, affiliation or other authorization is implied by our use of third-party Trademarks.
- 11.1.4 other than the licenses expressly granted to you in these Terms, no other rights or licenses are granted to you in respect of either the Trademarks, the Crypto.com App, the Site, or the Crypto.com App Services; and
- 11.1.5 no part or parts of the Crypto.com App may be reproduced, distributed, republished, displayed, broadcasted, 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, terminate, suspend, or limit your use of the Crypto.com App Services (including freezing the Crypto Assets in your Account, freezing or closing your Crypto Asset Wallet, freezing or closing your Fiat Wallet, refusing to process any transaction, or wholly or partially reversing, canceling, or voiding any transactions that have been effected) for any reason, including: (a) in the event of any breach by you of these Terms or applicable Annex and all other applicable terms; (b) for the purposes of complying with Applicable Laws; (c) where Crypto.com suspects that a transaction effected by you is potentially connected to any unlawful activities (including but not limited to money laundering, terrorism financing and fraudulent activities); (d) to remedy the effects of any defect in or compromise to any information system upon which Crypto.com relies on; (e) as may be informed by its internal monitoring policy and the profile of spending reasonably anticipated for the type of consumer group you belong to; or (f) in Crypto.com's absolute opinion that an order or transaction has been executed based on an aberrant or erroneous value.

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 for any reason whatsoever. Any limitation, suspension, or termination of your use of the Crypto.com App 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 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 fixed term loan, deposits, or Lockup 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 Crypto Assets from your Crypto Asset Wallet and Fiat from your Fiat Wallet unless we are prohibited by law or a court order to release such Crypto Assets or Fiat, respectively, or where we have reasonable grounds to suspect that such Crypto Assets or Fiat were obtained through fraud or any unlawful means or connected with any criminal activities. If you have any questions about this Clause, please contact us at [contact@crypto.com](mailto:contact@crypto.com).

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 Crypto Asset Wallets (the “**Security**”). We may at any time and without notice to you (i) set off any amount we owe you against any amount that you owe us; or (ii) recover 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 Crypto 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 [contact@crypto.com](mailto:contact@crypto.com) or through our live chat available on the Crypto.com App. 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. If you provide us with any comments, ideas, suggestions or impressions of the Crypto.com App or our Services, you give us a full license to use them for any purpose, regardless of whether we actively solicited the feedback or not.

### **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 APPLICABLE LAW, CRYPTO.COM DISCLAIMS ALL OTHER CONDITIONS, 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 (WHETHER ARISING BY USAGE OF TRADE, BY COURSE OF DEALING, BY COURSE OF PERFORMANCE AT LAW, IN EQUITY, BY STATUTE, OR OTHERWISE) OF ANY SERVICE OR ANY GOODS PROVIDED INCIDENTAL TO THE CRYPTO.COM APP SERVICES PROVIDED UNDER THESE TERMS. ADDITIONALLY, CRYPTO.COM DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE SECURE, ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WHILE CRYPTO.COM ATTEMPTS TO MAKE YOUR USE OF THE SERVICES SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OUR LIABILITY IN RESPECT OF REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED IS LIMITED, AT OUR OPTION, TO ANY ONE OF:

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 LICENSORS, REPRESENTATIVES OR AFFILIATES BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES 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 OR CRYPTO.COM APP 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, 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 BY THIRD PARTIES, WHETHER AUTHORIZED OR

UNAUTHORIZED BY YOU; ANY THEFT OR LOSS OF YOUR ENABLED DEVICE; OR

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

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

14.2.3 ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, AN ANNEX, OR THE SERVICES FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES ARISING FROM THE LOSS OF DATA, PROFIT, REVENUE, INCOME, BUSINESS OPPORTUNITY, GOODWILL OR OTHER INTANGIBLE LOSS, OR ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE SERVICES OR THE COST OF PROCURING SUBSTITUTE SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR ANY OTHER MATTER RELATING TO THE INTELLECTUAL PROPERTY OR SERVICES, EVEN IF CRYPTO.COM OR AN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY USING THE SERVICES, YOU EXPRESSLY AGREE TO DISCLAIM ANY CAUSES OF ACTION OR OTHER LEGAL RIGHT TO SEEK SUCH DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES WERE DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, OR WHETHER OUR OR ANY EMPLOYEE, DIRECTOR, SHAREHOLDER, OFFICER, AGENT, OR REPRESENTATIVE OF CRYPTO.COM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR

14.2.4 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 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 OR \$1,000, WHICHEVER IS LOWER. 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 AS SET FORTH MORE FULLY IN CLAUSE 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 CANNOT AND MAY NOT AFFECT ANY OTHER USERS.

14.7 Certain jurisdictions prohibit the disclaimer of certain warranties or conditions or the limitation of certain types of liability. To the extent any disclaimers, exclusions and limitations in these Terms are prohibited by law, such disclaimers, exclusions and limitations will apply to the extent necessary to make these Terms consistent with such prohibitions.

14.8 This Clause 14 shall survive the termination of these Terms.

## **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 actions, proceedings, claims, demands, liabilities, damages and reasonable expenses (including legal 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 and/or the Crypto.com App Services, including but not limited to Fiat Wallet; (d) any act or omission on your part related to Crypto.com, the Crypto.com App, and/or the Crypto.com App Services, including but not limited to Fiat Wallet; and (e) your violation of any Applicable Laws or regulations of any jurisdiction, or the rights of any third party.

## **16. Dispute Resolution & Governing Law.**

16.1 Arbitration, Governing Law & Venue.

16.1.1 The laws of the province or territory in Canada where you live or where you most recently lived and the Applicable Laws of Canada applicable therein apply to these Terms.

16.1.2 This clause governs any dispute, controversy or claim arising out of, in connection with, or relating to these Terms, including, but not limited to, the formation,

execution, validity, application, interpretation, performance, breach, termination or enforcement of these Terms (a “**Dispute**”). You may assert your Dispute in small claims court if your Dispute qualifies for the small claims court in the Canadian province in which you reside. You may also bring your Dispute to court if the laws of the Canadian Province in which you reside permit or require you to resolve your Dispute in court notwithstanding your agreement to arbitration. In particular, you are not required to arbitrate any consumer claim excluded by operation of statute from arbitration.

- 16.1.3 In the event that your Dispute does not qualify for small claims court and the laws of the Canadian Province in which you reside do not permit or require you to resolve your Dispute in court, any Dispute shall be submitted to final and binding arbitration and the following provisions shall apply. Any Dispute commenced by Crypto.com shall also be governed by this arbitration clause, unless you are a Quebec consumer, as such term is defined under the Consumer Protection Act (CQLR c P-40.1), in which case this provision does not apply to you.
- 16.1.4 The arbitration shall be conducted pursuant to the Alternative Dispute Resolution Institute of Canada’s Arbitration Rules (the “**Rules**”) in force at the time the Dispute is submitted to arbitration. Unless otherwise agreed in writing, there will be one (1) arbitrator, appointed in accordance with the Rules.
- 16.1.5 The arbitrator appointed will be neutral, and you will have a reasonable opportunity to participate in the process of choosing the arbitrator.
- 16.1.6 If the arbitration is commenced by Crypto.com and you fail to respond, you agree that the arbitration may continue without your participation.
- 16.1.7 You may commence a claim by submitting a claim online at <https://adrchambers.com/request-a-neutral/>.
- 16.1.8 By default, the arbitration will be conducted remotely. You may also request an in-person hearing in your hometown Province or, if agreed to with Crypto.com, in another jurisdiction.
- 16.1.9 Both Crypto.com and you may obtain the discovery or exchange of non-privileged information relevant to any claim.
- 16.1.10 An arbitrator's award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.
- 16.1.11 With respect to the cost of the arbitration, when a consumer initiates arbitration against Crypto.com, the only fee required to be paid by the consumer is \$250. All other costs will be borne by Crypto.com. Crypto.com shall pay all costs associated with any arbitration that it commences.

16.1.12 All interim awards, partial final awards and final awards of the arbitrators will be final and binding upon the parties regarding all matters submitted to arbitration, with no rights of appeal, even on questions of law. Any interim awards, partial final awards and awards rendered by the arbitrators may be recognized or enforced by any court having jurisdiction.

16.1.13 We are committed to dealing with all clients in a fair, open and transparent manner. This includes responding in a timely manner to any questions or concerns about your Account or the manner in which services have been provided by us to you. We maintain an ongoing membership with the Ombudsman for Banking Services and Investments (“**OBSI**”). OBSI may be utilized by you if you are not satisfied with our decision with respect to a complaint. Please see [here](#) for a description of our complaint handling process and the procedure to be followed if you wish to have your complaint resolved by OBSI. By participating in the OBSI process, you do not give up your right to pursue resolution by other means. In the event you pursue other legal action or dispute resolution options, the below provisions will apply.

## 16.2 **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.

## 16.3 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, whether occurring or arising prior to or after the Effective Date hereof.

17.2 All Annexes 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 Annex, such conflict or inconsistency shall be resolved in accordance with Clause 1.2.

## **18. General / Miscellaneous Provisions.**

### **18.1 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 or Site. Such updated Terms as posted will take effect immediately unless otherwise indicated. You should regularly check the Crypto.com App and Site to inform yourself of any such changes. In addition, we may at any time change, add, or remove any feature or functionality of the Crypto.com App without prior notice. By continuing to use the Crypto.com App and/or the Crypto.com App 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. If you do not wish to be bound by any changes or amendments to these Terms then you should stop using the Crypto.com App and/or the Crypto.com App Services immediately.

### **18.2 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. Any attempted transfer or assignment in violation hereof shall be null and void. On agreement with an assignee to assume our obligations under these Terms, we will without necessity of other documentation, be released from all of our obligations under these Terms.

### **18.3 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.

### **18.4 Entire Agreement / Translation.**

18.4.1 These Terms, as well as any other documents relating to these Terms, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris

tous avis, annexes et autorisations s’y rattachant, soient rédigés en langue anglaise seulement.

18.4.2 Please note that the English and French versions of these Terms have the same legal value. The French version of the Terms is available [here](#). Veuillez noter que les versions anglaise et française de ces conditions d’utilisation ont la même valeur juridique. La version française des conditions d’utilisation est accessible [ici](#).

18.5 Waiver.

18.5.1 No consent or waiver under these Terms will be effective unless agreed to by the parties in writing.

18.5.2 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.

18.6 **Notices & Communications.**

18.6.1 By using the Crypto.com App 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 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. 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.

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

18.7 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. No joint venture, partnership, employment or agency relationship exists between us and you as a result of these Terms or your use of the Crypto.com App Services.

*[Addenda on the following pages]*

## **Addendum 1: Consent to Electronic Signature and Communications**

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

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

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

The following disclosures are required by federal (*Personal Information Protection and Electronic Documents Act*) and other applicable provincial 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, we must first obtain your consent to accept documents in electronic form. If, after reading this document carefully, you continue to access and use the Products and Services and do not expressly indicate to us that you do not wish to receive required documents electronically, that constitutes your affirmative consent to receive disclosures, notices, and other documents and all changes to the disclosures, notices, etc. ("**Records and Communications**") electronically. If you do not consent to receiving Records and Communications or transacting via electronic records or signatures, you should not use the Services.

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 phone number, email address and mailing address (collectively, "**Contact Information**") to which we may send electronic Records and Communications to you. In the event your Contact Information changes, you need to notify us immediately. We will not be responsible in any way for damages or costs you incur as a result of you not updating your Contact Information.

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

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

- All legal and regulatory disclosures, documentation, contracts, Terms, policies, rules and other communications related to the Products and Services, including updates thereto;
- Notices or disclosures about a change in the terms concerning the Products and Services;
- Account details, history, transaction receipts, confirmation and any other Account or transaction information;
- Privacy policies and notices;

- Other communications that we may include from time to time as part of our Products and Services.

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

If you consent, we may 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.**

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 Microsoft Edge); (5) a current version of a program that accurately reads and displays PDF files (such as Adobe Reader 10 or above); (6) a printer, hard drive or other storage capability.

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

#### **6. Additional Mobile Technology Requirements.**

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

#### **7. Your Enrollment in Electronic Services Using Our Equipment.**

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

#### **8. How to Withdraw Consent.**

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

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

#### **9. How to Update Your Information.**

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

#### **10. Requesting Paper Copies.**

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

#### **11. Records and Communications in Writing.**

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

#### **12. Termination/Changes.**

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



## **Addendum 2 – Crypto.Com Fiat Wallet**

The full Terms and Conditions for the Crypto.com Fiat Wallet can be found at the following link: [https://crypto.com/document/cad\\_wallet](https://crypto.com/document/cad_wallet) (the “**Fiat Wallet 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.**

### **Addendum 3 – Crypto Asset Wallet**

#### **1. Top-ups to Your Crypto Asset Wallet from an External Wallet.**

1.1 You may load Crypto Asset(s) to your Crypto Asset Wallet by effecting a transfer of such Crypto Asset from any external wallet to the relevant address for your Crypto Asset Wallet, which will be available on the Crypto.com App.

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

1.2.1 the correct address, memo and/or destination tag for your Crypto Asset Wallet (as reflected on the Crypto.com App) is entered when you effect a transfer of Crypto Asset from your external wallet to your Crypto Asset Wallet; and

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

1.3 You also acknowledge that:

1.3.1 the transfer of any Crypto Asset to an incorrect address (i.e. an address other than the correct address for your Crypto Asset Wallet as reflected on the Crypto.com App), memo and/or destination tag or effected without an address, memo and/or destination tag or the transfer of any type of Crypto Asset that is not supported by the Crypto Asset Wallet will result in the irreversible loss of such Crypto Asset.

1.3.2 We shall bear no liability for any such loss of Crypto Assets or other value.

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

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

#### **2. Crypto Asset Transfers.**

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

2.2 Crypto.com processes all Crypto 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 Crypto Asset Transfer to Crypto.com

as the Crypto 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 Crypto Asset.

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

2.4 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 Crypto Assets transferred from your Crypto Asset Wallet, or if you have a dispute with such a third party, you should resolve the dispute directly with that third party.

### **3. Fiat to Crypto Asset Conversions.**

3.1 When effecting a Fiat to Crypto Asset Conversion, you are buying such Crypto Asset from 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 Crypto Assets.

3.2 For a Fiat to Crypto Asset Conversion 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. In such a case, you acknowledge that the transfer of fiat currency 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 Crypto Assets to your Crypto 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. 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 Crypto Asset to your Crypto Asset Wallet;

- 3.2.3 such other additional payment methods or payment instruments that Crypto.com may from time to time approve.
- 3.3 You agree that only Eligible Cards that are issued to and/or registered in your name will be used to effect payments to Crypto.com for Fiat to Crypto Asset Conversions.
- 3.4 All Fiat to Crypto Asset 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 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 Fiat Wallet for any amount necessary to complete the transaction.
- 3.5 We reserve the right to cease any Third-Party Digital Wallet Application functionality enabled in the Crypto.com App at our sole discretion without notice to you.
- 3.6 We do not guarantee the availability of any exchange rate.
- 3.7 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 Crypto Assets with your Eligible Card. Some banks or card issuers may treat the purchasing of Crypto Assets with credit card as a 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 Crypto Assets.
- 3.8 All sales involving a Fiat to Crypto Asset Conversion transaction are final.

#### **Addendum 4 – 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](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 5 – Crypto Earn

1. **Description of Service.** Crypto Earn is a feature within the Crypto.com App (“App”) that permits eligible App users (“Earn Users”) to earn rewards on certain supported Crypto Assets that are stored in the Crypto Asset Wallet. Please note that we do not require that the Crypto Assets that you want to designate for Crypto Earn to be purchased from Crypto.com, its affiliates, or through a Crypto.com product or service.
2. **Eligibility; Reservation of Modification Rights.** To be eligible for Crypto Earn, you must meet the requirements of Section 5.3 of the Terms and Conditions and any other provision of the Terms and Conditions applicable to your use of the Crypto.com App Services. Notwithstanding your meeting the eligibility criteria above and as described in more detail in Section 3.5 of this Addendum, we reserve the right to refuse your request to use and access the Crypto Earn service, including your ability to designate supported Crypto Assets for Crypto Earn, to suspend your access to Crypto Earn, and to no longer provide rewards for any Crypto Assets designated for Crypto Earn at any time in our sole discretion. Further, we reserve the right to change the eligibility criteria at any time. If we become aware that you are ineligible or otherwise determine that you are in violation of the Terms and Conditions, we may terminate your participation in Crypto Earn without notice and ban you from using any of our or our Affiliates’ products and services. In addition to the other rights set forth herein and to those that may be available to us, you agree to indemnify and hold harmless Crypto.com and its Affiliates from any legal or monetary consequences that arise from any unauthorized use.
3. **Crypto Earn Plans**
  - 3.1. **General.** You may receive rewards on certain supported Crypto Assets that you designate from your Crypto Asset Wallet for Crypto Earn for a defined period of time (“Fixed Plan”) or an indefinite period of time (“Flexi Plan”, and together with the Fixed Plan the “Earn Plans”). When you designate Crypto Assets in your Crypto Asset Wallet to an Earn Plan, we do not pool your designated Crypto Assets with that of other Earn Users, nor do the rewards you accrue come out of a pool of Crypto Assets. You understand and agree that we do not hold or use your designated Crypto Assets for reinvestment purposes. For the avoidance of any doubt, Section 10.7 of the Terms and Conditions (as well as all other provisions of the Terms and Conditions) apply to this Addendum.
  - 3.2. **Designation Limits.** Each Earn Plan may maintain only one type of Crypto Asset and remains subject to an amount up to the maximum value specified by us from time to time (the “Maximum Value”). You are permitted to have multiple Earn Plans provided that the aggregate value of the Crypto Assets maintained in all active Earn Plans does not exceed the Maximum Value. In the event that we reduce the Maximum Value such that the aggregate value of the Crypto Assets maintained across all of your active Earn Plans exceeds the reduced Maximum Value, we will:
    - 3.2.1. In relation to Flexi Plans, we will de-designate the amount that exceeds the reduced Maximum Value from Crypto Earn in our discretion. The amount of Crypto Assets in your Crypto Asset Wallet will reflect the amount of de-designated Crypto Asset(s).

- 3.2.2. In relation to Fixed Plans, we will delay enforcement of the reduced Maximum Value until the expiration of the first Fixed Plan that brings the aggregate value of the Crypto Assets maintained across all active Fixed Plans below the reduced Maximum Value; and

### 3.3. Fixed Plans

- 3.3.1. **Plan Minimum.** Each Fixed Plan requires a minimum amount of Crypto Assets to be maintained (“Minimum Quantity”) which varies by the type of Crypto Asset and is disclosed in the Crypto.com App.
- 3.3.2. **Plan Duration.** Each Fixed Plan will be for a fixed duration ranging from one (1) to three (3) months, or for other durations as we may make available at our discretion from time to time. The amount of rewards (“Rewards Rate”) shall apply for the duration of the Fixed Plan. We reserve the right to amend the terms of any Fixed Plan if such changes are immaterial and do not impact the Rewards Rate or the plan duration.
- 3.3.3. **Rewards Accrual.** Rewards will begin accruing on the day after you designate Crypto Assets for a Fixed Plan. Rewards will accrue on a daily basis based on the value of the Crypto Assets designated for a Fixed Plan. No rewards will be provided on rewards already accrued and. Accrued rewards will be credited in the same Crypto Asset designated in the Fixed Plan every seven (7) days (beginning on the day after you first designate such Crypto Assets) to your corresponding Crypto Asset Wallet. In the event that a Fixed Plan is terminated before accrued rewards are credited, such rewards will be forfeited.
- 3.3.4. **Withdrawal.** You may submit a request to de-designate Crypto Assets prior the expiration of a Fixed Plan, but you agree that any early withdrawal shall be at our sole discretion and that, in the event of early withdrawal, any accrued rewards not yet credited to your Crypto Asset Wallet will be forfeited.
- 3.3.5. **No Automatic Renewal.** Upon expiration of a Fixed Plan, the Crypto Assets designated to it will automatically be de-designated and transferred to your corresponding Crypto Asset Wallet.

### 3.4. Flexi Plans

- 3.4.1. **Plan Minimum.** Each Flexi Plan requires a Minimum Quantity which varies by Crypto Asset and is disclosed in the Crypto.com App. You must always maintain the Minimum Quantity of a given Crypto Asset to accrue any rewards in a Flexi Plan.
- 3.4.2. **Plan Duration.** The duration of each Flexi Plan remains at your discretion, subject to the terms of this Addendum. You may de-designate Crypto Assets from a Flexi Plan at any time.
- 3.4.3. **Rewards Accrual.** Rewards will begin accruing on the Crypto Assets designated to and maintained in a Flexi Plan on the day after you designate such Crypto Assets to a Flexi Plan. Rewards will accrue daily and will be based on the value of the Crypto Assets held in the Flexi Plan. No rewards will accrue on rewards already

accrued and. Accrued rewards will be credited in the same Crypto Asset designated for the Flexi Plan every seven (7) days (beginning on the day after you first designate such Crypto Assets) to your corresponding Crypto Asset Wallet. In the event that a Flexi Plan is terminated before accrued rewards are credited, such rewards will be forfeited.

3.4.4. **Withdrawal.** You may de-designate Crypto Assets from a Flexi Plan at any time.

3.5. **Rights of Crypto.com.** Without abridging, limiting, or modifying the rights otherwise generally available to us as set forth in Terms and Conditions, we reserve the right to and at any time, without liability to you to:

- Refuse your request to use Crypto Earn;
- Change the eligibility criteria for registration or use of Crypto Earn;
- Close, suspend, limit, restrict, or terminate your access to Crypto Earn, including when we are required to do so by a court order, government order, or a facially valid subpoena or we reasonably suspect you of engaging in Prohibited Activities (as described in Section 4 of this Addendum); or reasonably suspect you of otherwise being in violation of this Addendum, the Terms and Conditions or other applicable terms and conditions for products and services offered by Crypto.com or its affiliates; and
- Change, update, remove, cancel, suspend, disable, or discontinue any features, component, content, incentive, or referral plan of Crypto Earn provided that we may not change the rewards rate, maturity date, or other material terms that impact your rewards accrual during the duration of any active Fixed Plan you have.

4. **Prohibited Activities.** By accessing and using Crypto Earn, you agree that you will not do any of the following:

- Engage in any activity that would violate or assist in the violation of any law, statute, regulation, or ordinance;
- Violate or breach any terms or conditions in this Agreement, any other agreement or set of applicable terms and conditions, our Privacy Notice, or our Cookie Policy;
- Provide us with any false, inaccurate, or misleading information or otherwise attempt to defraud us;
- Attempt to gain unauthorized access to our network, system, or websites or Crypto.com App Services other than your own;
- Decompile, disassemble, or otherwise reverse engineer our Crypto.com App, Crypto Earn, or any other related product, program, or system or in any way infringe on our intellectual property rights including, but not limited to, copyrights, patents, trademarks, or trade secrets;
- Engage in any form of data mining, indexing, scraping, surveying, or otherwise with respect to our Crypto.com App, Crypto Earn, or any other related product, program, or system; or
- Unduly burden or hinder the functionality and/or operation of any aspect of our Crypto.com App, Crypto Earn, or any other product, program, or system offered, maintained, or provided by us or our affiliates.

5. **Recovery.** Upon termination of your Earn Account, you are entitled to recover your Crypto Assets in accordance with the Terms and Conditions, unless we are prohibited from doing so by law or a



court order or where we reasonably suspect that such funds were obtained through fraud or any unlawful means or in connection with any criminal activities.

6. **Insurance.** The Crypto Assets designated for Crypto Earn are not protected by any government-backed insurance scheme including, but not limited to, the Canada Deposit Insurance Corporation (“CDIC”).
7. **Contact.** If you have any questions regarding Crypto Earn or need assistance in connection with the suspension or termination of your ability to use Crypto Earn, please contact us at [contact@crypto.com](mailto:contact@crypto.com).

1. Crypto.com offers a payment solution within the Crypto.com App that enables users to send Crypto Assets to other users and pay registered merchants with the supported Crypto 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 in Lockup. 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 Crypto 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](mailto:contact@crypto.com).