



Exchange Terms and Conditions

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THIS IS AN IMPORTANT DOCUMENT.

PLEASE READ IT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.

This document contains important information which applies to your dealings with us in relation to the Exchange and your Account (both terms as defined in this document). You should read this document carefully and keep it for future reference.

Different terms and conditions may apply in relation to specific services offered by us, or in respect of specific transactions. Any such terms and conditions are additional to the terms set out in this document.

Certain risks relating to the Exchange are described in the Annex to this document. Please ensure that you read and understand the risks described in the Annex. This document does not disclose or discuss all of the risks, or other significant aspects, of conducting transactions or of the transactions conducted. You should not construe these or any other statements as legal, tax or financial advice.

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

This document and other terms that apply to your activities may change from time to time. You should check our website for the latest terms and additional information before you enter into any new transaction. If you have any questions about this document, or in the event of any service difficulties or interruptions, please contact us using the details below or via our website at <https://crypto.com/exchange/document/tnc>.

Canada Residents. If you are a resident of Canada, the products and services described herein that you access and use are provided by Foris DAX, Inc.

Exchange Terms and Conditions

Contents

Part 1	About this document and our relationship	5
1	Definitions	5
1.1	Defined terms	5
2	Interpretation	14
2.1	Rules of interpretation	14
2.2	Next day	15
2.3	Next Business Day	15
2.4	Headings	15
2.5	Inconsistency	15
2.6	Pronoun usage	16
3	About this document and our Agreement	16
3.1	The Exchange Terms and Conditions	16
3.2	The Agreement	16
3.3	Single agreement	16
3.4	Our relationship: no fiduciary duties or other roles	16
3.5	Questions	17
Part 2	Accounts, Instructions and payments	18
4	Accounts	18
4.1	Application	18
4.2	Establishing an Account	18
4.3	Account requirements	19
4.4	Account details and access	19
4.5	Account operations	19
4.6	Completion of Virtual Asset transfers	20
4.7	Account operating authority – Authorised Persons	20
5	Custodial arrangements	21
5.1	Holding of Virtual Assets	21
5.2	Benefits arising for the Virtual Assets	21
6	Instructions	22
6.1	Instructions generally	22
6.2	Electronic Instructions and records	22
6.3	Giving and receiving Instructions	22
6.4	Acknowledgement of Instructions	23
6.5	When we may refuse, cancel or reverse Instructions	23
6.6	Risks of giving Instructions	24
7	Payments, deliveries and other obligations	24
7.1	Payment and deliveries	24
7.2	Withholding	25
7.3	Value added tax	25
7.4	Independent payment obligations	25
7.5	Rights of netting, set-off and lien	25

7.6	Payment in other asset	26
7.7	Virtual Asset restrictions	26
7.8	Conversion on judgment debt	26
7.9	Third party payments	27
7.10	General conditions precedent to payments by us	27
7.11	Return of Virtual Assets	27
8	Calculations	27
8.1	Calculation agent	27
8.2	Adjustments	28
9	Netting and set-off	28
9.1	Netting	28
9.2	Set-off	28
9.3	Our other rights	28
Part 3	Exchange	29
10	Trading on the Exchange	29
10.1	Description	29
10.2	Availability of the Exchange	29
10.3	Submitting an Order	29
10.4	Orders	30
10.5	Price deviation warning	30
10.6	Limit Orders	30
10.7	Market Orders	30
10.8	Advanced Orders	30
10.9	Order Matching Engine	31
10.10	Self-Execution prevention	31
10.11	Trade Engine	31
10.12	Order minimums and maximums	31
11	Orders	32
11.1	Orders must be pre-paid	32
11.2	Your responsibilities	32
11.3	Limits and controls on Orders	32
Part 4	Other key provisions	33
12	Use of the Exchange and the Account	33
12.1	“As is” basis	33
12.2	Compliance	33
12.3	Maintaining standards in operating the Account	33
12.4	Pre-conditions for use of the Exchange	34
12.5	Withdrawal or suspension of use of the Exchange	35
13	Exchange Materials	35
13.1	Limitations on use	35
13.2	Protection of rights in the Exchange Materials	35
13.3	Third party actions	35
14	Ongoing requirements	36
14.1	Maintenance of eligibility	36
14.2	Compliance	36
14.3	Self-reporting	36
15	Powers of Crypto.com	36

15.1	Power to revise the Agreement	36
15.2	Notice	36
15.3	Power regarding transfers and Exchange use	37
15.4	Power to cancel, reverse or modify Orders	37
15.5	Power to protect market integrity in case of technical fault etc	37
15.6	Notification of exercise of power	38
16	Role of Crypto.com	38
16.1	Our role as agent or principal	38
16.2	No obligation to notify market price movements	38
16.3	Conflicts of interest	38
16.4	Services and activities of Crypto.com	39
16.5	Use of third parties	39
16.6	Account Protection Program	39
17	Prevention of Market Misconduct	39
17.1	Prohibition on Market Misconduct	39
17.2	Prohibited Orders	39
17.3	Reporting requirement	40
18	Information, representations and warranties	40
18.1	Information	40
18.2	Representations and warranties	40
18.3	Repetition of representations and warranties	42
18.4	Notification	43
19	Indemnities	43
19.1	Your indemnity	43
19.2	Interest	44
19.3	Further steps	44
19.4	Application of indemnity	44
20	Our liability	44
20.1	Exclusion and limitation of liability	44
20.2	Responsibility for decisions	46
20.3	Hyperlinked sites	46
20.4	Circumstances beyond our control	46
21	Network events	46
21.1	Infrastructure Participant, Network Participant and Network Event	46
21.2	Cooperation and enquiries	47
21.3	Staking	47
21.4	Network event	47
22	Fees and Costs	47
22.1	Payment of fees and Costs	47
22.2	Overdue payments	48
22.3	Calculation	48
22.4	No refund	48
22.5	Costs on cancellation	48
22.6	Benefits with Staking	48
23	Termination, suspension and enforcement	48
23.1	Termination by either party	48
23.2	Termination by us	48
23.3	Additional rights to terminate	49

23.4	The Agreement	49
23.5	No effect on rights and liabilities	50
23.6	Review of entitlements	50
23.7	Enforcement action	50
23.8	Suspension	50
23.9	Payments and handling of Virtual Assets upon termination	50
24	General terms	51
24.1	Hardware, Trading Tools and other materials	51
24.2	Prompt performance	51
24.3	Waiver and variation	51
24.4	Exercise of rights	51
24.5	Approvals and consents	52
24.6	Complying with a court order	52
24.7	Consents	52
24.8	Indemnities	52
24.9	Third party services	52
24.10	Assignment and other dealings	52
24.11	Compliance with Law	52
24.12	Inconsistent laws and severability	52
24.13	Third party rights	53
24.14	Reports	53
24.15	Construction	53
24.16	Supervening legislation	53
24.17	Confidentiality	53
24.18	Anti-money laundering and sanctions	54
24.19	Complaints	54
25	Statements and records	54
25.1	Transaction records	54
25.2	Reporting mistakes	54
25.3	Reversals	55
26	Notices and communications	55
26.1	Notices and electronic delivery	55
26.2	Delivery	55
26.3	Digital signatures	55
26.4	Electronic contracts	56
26.5	Client constitutes more than one person	56
26.6	Recording of communications	56
26.7	Records	56
26.8	Governing law	56
26.9	Submission to arbitration	57
26.10	Serving documents	57
Annex I	Risk disclosure statement	58
Annex II	Sub-Account Terms and Conditions	66
Annex III	USD Deposits and USDC Withdrawals	73

Exchange Terms and Conditions

Part 1 About this document and our relationship

1 Definitions

1.1 Defined terms

The following terms have the following meanings, unless the contrary intention appears.

Account means an account that is established by Crypto.com in your name for the purposes of using the Exchange, which is made available through the Website, App and/or other means as determined by Crypto.com in its sole discretion. It includes the Spot Wallet or any other virtual asset wallet(s) established by Crypto.com to trade Virtual Assets or provide specific services under this Agreement.

Advanced Order means any Order type made available on the Website and/or App from time to time that is not a Maker Order, Market Order or a Limit Order.

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

- (a) These Exchange Terms and Conditions.
- (b) Your Application.
- (c) Any Confirmations to which you are party.
- (d) Any document or part of the Website and/or App that sets out the fees and Costs that may apply to the Exchange.
- (e) The Exchange FAQs.
- (f) Any Addendum with respect to the suite of services (other than your use of the Exchange and/or the Account) offered through the Exchange.
- (g) Any other rules, notifications, guidelines, terms, agreement or other document designated by us to form part of the Agreement.

Agreed Communication Method means:

- (a) the Website;
- (b) App; and
- (c) any other communication method as notified by Crypto.com to you as another Agreed Communication Method, or otherwise in writing, as being appropriate for submitting Orders.

Airdrop means a distributed or attempted distribution where an address that holds a Virtual Asset receives or is allocated a certain amount of the same or another Virtual Asset.

AML/CTF Requirements mean any Applicable Law pertaining to money laundering, terrorism financing, bribery, corruption, tax evasion, fraud, the trafficking of arms, drugs, humans or wildlife, slavery, proliferation of weapons of mass destruction, or Sanctions.

App means the mobile application software developed, owned, and made available by Crypto.com which allow you to access one or more of the services under this Agreement.

Application means an:

- (a) application to use the Exchange; and
- (b) application for an Account,

in the form specified by Crypto.com through an Agreed Communication Method.

Applicable Law means any applicable common law, principles of equity, and laws made by a government or relevant authority or judicial body, including regulations, rules, decrees, court judgments, office directives, requests, policies, codes, circulars, guidelines or other instruments (whether or not having the force of law), and consolidations, amendments, re-enactments or replacements of any of them from time to time.

Authorised Person means any person that you (as a corporate client) authorise (either alone or collectively) and Crypto.com approves to act on your behalf in giving Instructions, operating your Account or performing any other act in connection with the Agreement.

Available Jurisdiction means a jurisdiction which is stated here, where the Exchange is available for service.

Base Asset means the first Virtual Asset stated in a Trading Pair.

Business Day means a day that is not a Saturday, Sunday, other general holiday (as defined in the General Holidays Ordinance (Cap. 149 of the Laws of Hong Kong)), or day on which a tropical cyclone No. 8 or above or a "black" rainstorm warning is hoisted in Hong Kong at any time between 9:00 am and 5:00 pm and, if hoisted before 11:59 am on that day, is not lifted before 12:00pm on that day.

Confirmation means a trade confirmation (or similar) relating to an Executed Order.

Control of a person includes the power to directly or indirectly:

- (a) determine the management or policies of the person;
- (b) control the membership of the board or other governing body of the person; or
- (c) control the casting of more than one half of the maximum number of votes that may be cast at a general meeting of the person,

regardless of whether the power is in writing or not, enforceable or unenforceable, expressed or implied, formal or informal or arises by means of trusts, agreements, arrangements, understandings, practices or otherwise.

Controller of a person means the person that has the power to Control that person.

Costs include costs, fees, charges, disbursements and/or expenses, including those arising in connection with:

- (a) Virtual Asset networks or blockchains underlying a Virtual Asset; and
- (b) engagement of third-party service providers (on a full indemnity basis) including legal advisers, trustees, or any agent, delegate nominee or custodian appointed by us.

Counter Asset means the second Virtual Asset stated in a Trading Pair.

Crypto.com means CRO DAX Limited, unless you reside in Canada, in which case Crypto.com means Foris DAX, Inc.

Crypto.com Group means Crypto.com and each Crypto.com Group Member.

Crypto.com Group Member means Crypto.com, and any person, entity or company that (directly or indirectly through one or more intermediaries), is in Control of

Crypto.com, is Controlled by Crypto.com, or is under common Control with Crypto.com.

Deceptive Activity occurs where a person, directly or indirectly, in a transaction involving any Virtual Asset:

- (a) employs any device, scheme or artifice with intent to defraud or deceive; or
- (b) engages in any act, practice or course of business which is fraudulent or deceptive, or would operate as a fraud or deception.

Dispute includes any dispute, controversy, difference or claim arising out of or in connection with the Agreement or the subject matter of the Agreement, including any question concerning its formation, validity, interpretation, performance, breach and termination.

Eligible Virtual Asset means a Virtual Asset that:

- (a) has not been associated with a wallet address that is or has been blacklisted or otherwise identified by a Government Agency or relevant authority as being related to a breach or potential breach of the AML/CTF Requirements or Financial Crime Regulation;
- (b) is not otherwise associated with suspicious or illicit activities, including the dark web or ransomware cases; or
- (c) is otherwise available for trading on the Website and/or App,

in each case, as determined by Crypto.com in its sole discretion, having regard to Applicable Law, Crypto.com's internal policies and any other relevant considerations.

Enabled Device means the mobile device or other device successfully registered by you for the use in connection with the App, and services under this Agreement.

Encumbrance means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement;
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;
- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist.

Exchange means the exchange that is operated by Crypto.com in accordance with the Agreement.

Exchange FAQs means the applicable "Exchange FAQs" published on the Website by Crypto.com.

Exchange Materials means the Trading Tools, marketing information and other materials available on or via the Exchange.

Exchange Terms and Conditions or Terms means this document.

Event of Default means any event specified in these Exchange Terms and Conditions

as giving rise to the right of Crypto.com to terminate the Agreement immediately by notice.

Execution means the matching of two Orders, and “**Executed**” and “**Executed Orders**” are to be interpreted accordingly.

False or Misleading Information Disclosure occurs when a person:

- (a) discloses, circulates or disseminates;
- (b) authorises or is concerned in the disclosure, circulation or dissemination of, information that is likely to:
 - (i) induce another person to trade Assets;
 - (ii) induce the trading of Assets by another person; or
 - (iii) maintain, increase, reduce or stabilise the price of Assets,

where:

- (A) the information is false or misleading as to a material fact, or is false or misleading through the omission of a material fact; and
- (B) the person knows that, or is reckless or negligent as to whether, the information is false or misleading as to a material fact, or is false or misleading through the omission of a material fact.

False Trading occurs when a person does anything or causes anything, intentionally, negligently or recklessly, that has the effect, or is likely to have the effect of:

- (a) creating a false or misleading appearance of active trading in an Asset; or
- (b) creating an artificial price, or maintaining the price at a level that is an artificial price, for an Asset.

Fiat Currency means any asset that is:

- (a) legal tender in a country or territory; and
- (b) customarily used and accepted as a medium of exchange in its country or territory of issue;

in each case as determined by us.

Financial Crime Regulation means any Applicable Law, internal policy or regulatory requirement pertaining to money laundering, terrorism financing, bribery, corruption, Tax evasion, fraud, the trafficking of arms, drugs, humans or wildlife, slavery, proliferation of weapons of mass destruction, or evasion of sanctions. A reference to a violation of Financial Crime Regulation includes any acts or attempts to circumvent or violate any Applicable Laws relating to Financial Crime Regulation.

Force Majeure Event means any event that is beyond our control and prevents us or delays us from performing our obligations under the Agreement, including: acts of God (including earthquake, cyclone, fire, explosion, flood, landslide, lightning, storm, tempest, pandemic, drought or meteor);

- (a) acts of war and terrorism, declared or undeclared (including invasion, act of a foreign enemy, hostilities between nations, civil insurrection or militarily usurped power);

- (b) civil disorder (including any act of a public enemy, sabotage, malicious damage, terrorism or civil unrest);
- (c) embargoes (including confiscation, nationalisation, requisition, expropriation, prohibition, restraint or damage to property by or under the order of any government or government authority);
- (d) natural disasters;
- (e) unnatural disasters (including ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel);
- (f) labour disputes (including strikes, blockades, lock out or other industrial disputes);
- (g) failure in the internet, communications networks and facilities, or other infrastructure, systems, operations or of equipment relevant to the provision or use of the Exchange;
- (h) data breaches or data-processing failures; or
- (i) adoption of or any change in Applicable Law, or the promulgation of or any change in the interpretation in Applicable Law by any relevant Government Agency, or the public statement or action by any Government Agency or its official or representative thereof acting in an official capacity.

Fork means changes in operating rules of the underlying protocols of a Virtual Asset that may result in:

- (a) more than one version of that Virtual Asset;
- (b) material changes in the value, function, and/or the name of a Virtual Asset and/or
- (c) Crypto.com holding an amount (which may be an identical amount) of Virtual Assets associated with each forked network,

in each case as determined by us in our sole discretion.

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

HKIAC means the Hong Kong International Arbitration Centre.

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

Infrastructure Participant means trading venues and other financial market infrastructures that facilitate the clearing, settlement, and recording of transactions relating to Virtual Assets.

Inside Information means, in relation to an Issuer, specific information that is:

- (a) about:
 - (i) the Issuer;
 - (ii) a Controller or Senior Manager of the Issuer; or
 - (iii) the Virtual Assets of the Issuer; and
- (b) not generally known to the persons who are accustomed or would be likely to deal in the Virtual Assets of the Issuer but would if generally known to them be likely to materially affect the value of the Virtual Assets.

Insider Dealing occurs when a person who has information which that person knows is Inside Information in relation to an Issuer:

- (a) deals in a Virtual Asset that is issued by that Issuer;
- (b) counsels or procures another person to deal in any Virtual Asset that is issued by that Issuer; or
- (c) discloses the Inside Information, directly or indirectly, to another person.

A person is **Insolvent** if it:

- (a) makes a general arrangement or composition with or for the benefit of its creditors;
- (b) institutes or has instituted against it any voluntary or involuntary proceeding seeking relief under any insolvency, bankruptcy or other law affecting creditors' rights, or, has a winding-up or liquidation petition presented against it and such proceeding or petition:
 - (i) results in a judgment of insolvency or bankruptcy liquidation of the person or the entry of an order for relief or winding-up or liquidation; or
 - (ii) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or petition (as the case may be);
- (d) is dissolved other than pursuant to a consolidation, amalgamation or merger;
- (e) is unable to pay its debts as they become due or admits in writing of its inability to pay its debts as they become due;
- (f) seeks or becomes subject to the appointment of an administrator, liquidator, receiver, trustee or other similar official for it or for all or substantially all of its assets;
- (g) causes or is subject to any event with respect to it which, under Applicable Law, has an effect analogous to any of the events specified in paragraphs (a) to (e); or
- (h) takes any action in furtherance of or indicating its consent to any of the events specified in paragraphs (a) to (e).

Issuer means any person that issues a Virtual Asset. For the avoidance of doubt, a Virtual Asset is not required to have an Issuer.

Instruction means an instruction from you to Crypto.com in relation to the Exchange, your Account or any services under this Agreement.

Jailbroken, as applicable to the device in question:

- (a) means a device that has been freed from the restrictions imposed on it by the mobile service provider and/or the phone manufacturer without their approval, as applicable; and/or
- (b) has the meaning set out in the Exchange FAQs.

Limit Order means an Order that is Executed at the price specified in that Order.

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

Market Manipulation occurs when a person:

- (a) enters into or carries out, directly or indirectly, two or more transactions in Assets that by themselves or in conjunction with any other transaction increase, or are likely to increase, the price of any Assets, with the intention of inducing another person to buy, or to refrain from selling, those Assets;
- (b) a person enters into or carries out, directly or indirectly, two or more transactions in Assets that by themselves or in conjunction with any other transaction reduce, or are likely to reduce, the price of any Assets, with the intention of inducing another person to sell, or to refrain from buying, those Assets; or
- (c) a person enters into or carries out, directly or indirectly, two or more transactions in Assets that by themselves or in conjunction with any other transaction maintain or stabilise, or are likely to maintain or stabilise, the price of any Assets, with the intention of inducing another person to trade, or to refrain from trading, those Assets.

Market Misconduct means:

- (a) Insider Dealing;
- (b) False Trading;
- (c) Price Rigging;
- (d) Prohibited Transaction Disclosure;
- (e) False or Misleading Information Disclosure;
- (f) Market Manipulation; or
- (g) Deceptive Activity,

and includes attempting to engage in, or assisting, counselling or procuring another person to engage in, any of the conduct referred to in paragraphs (a) to (g).

Maker Order means an Order that will not immediately be Executed against another Order upon submission to the Exchange.

Market Order means an Order that is Executed at the best available price that is currently available for the relevant Trading Pair on the Exchange.

MFA means multi-factor authentication.

Mis-execution occurs when an Order is Executed otherwise than in accordance with the Order.

Network Event in relation to a Virtual Asset means:

- (a) a Fork, Airdrop or other event which results in the generation of new or alternate Virtual Assets from an existing Virtual Asset, and which creates rights of an existing Virtual Asset holder to receive or otherwise control the newly created Virtual Assets immediately after the Network Event; or
- (b) any event in respect of any protocol underlying a Virtual Asset, which is exogenous to us, and results in loss of control or ownership of Virtual Assets held by Crypto.com or you, including any consensus by a relevant network protocol to fail to honour or record an Executed Order on the network, or to revert any Executed Order previously honoured or recorded on the network.

Network Participant means a person or entity who has the ability to cause the

happening of a Network Event, including any group of persons or entities acting in concert.

Order means an Instruction to trade a specified quantity of a Base Asset for a specified price stated in the Counter Asset on the Exchange.

Order Matching Engine means, collectively, Crypto.com's systems for Execution.

Price Rigging occurs when a person enters into or carries out:

- (a) any transaction of sale or purchase of an Asset that does not involve a change in the beneficial ownership of that Asset; or
- (b) any fictitious or artificial transaction or device, whether intentionally or recklessly,

and the conduct has the effect of maintaining, increasing, reducing, stabilising, or causing fluctuations in the price of a Virtual Asset.

Prohibited Transaction means any transaction that involves Market Misconduct.

Prohibited Transaction Disclosure occurs when a person:

- (a) discloses;
- (b) circulates;
- (c) disseminates;
- (d) authorises; or
- (e) is concerned in the disclosure, circulation or dissemination of,

information to the effect that the price of Virtual Assets:

- (i) will be maintained, increased, reduced or stabilised; or
- (ii) is likely to be maintained, increased, reduced or stabilised,

because of a Prohibited Transaction relating to those Virtual Assets, if that person, or an associate of that person:

- (A) has entered into or carried out, directly or indirectly, a Prohibited Transaction; or
- (B) has received, or expects to receive, directly or indirectly, a benefit as a result of the disclosure, circulation or dissemination of the information.

Proscribed Address means:

- (a) any blockchain address that appears in a list of addresses with which dealings are proscribed by the United Nations or another Government Agency or relevant authority under Applicable Law, or is part of a group of addresses that appears in such a list; and
- (b) without limiting the generality of this definition, an address stated on the United States of America Department of Treasury's Specially Designated Nationals list.

Proscribed Person means a person who appears to Crypto.com to:

- (a) be in breach of any AML/CTF Requirements of any jurisdiction;

- (b) appear in a list of persons with whom dealings are proscribed by the United Nations or another Government Agency or a regulatory authority under Applicable Law; or
- (c) act on behalf, or for the benefit of, any person described in paragraph (a) or (b).

Sanctions means any economic sanctions laws, regulations, embargoes or restrictive measures imposed by the United Nations Security Council and/or Hong Kong, the Cayman Islands, the United States of America, the United Kingdom of Great Britain and Northern Ireland, the European Union or its member states, or by any other Available Jurisdiction.

Self-Execution means that in respect of any Executed Orders, the same person has provided both the Taker Order and the Maker Orders.

Senior Management of a person means the managing director, the board of directors and the chief executive officer, as well as all other personnel who are in a position of authority over that person's business decisions, or who have significant influence or control over that person, and "**Senior Manager**" is to be interpreted accordingly.

Spot Wallet means each virtual asset wallet provided to you by Crypto.com upon opening an Account for the purpose of trading under these Exchange Terms and Conditions.

Taker Order means an Order that will be immediately Executed against another Order upon submission to the Exchange.

Taxes means taxes, levies, imposts, charges and duties imposed by any Government Agency (including stamp and transaction duties) together with any related interest, penalties, fines and expenses in connection with them, except if imposed on, or calculated having regard to, the overall net income of Crypto.com.

Trade Engine means, collectively, Crypto.com's systems for settling Executed Orders by transferring the relevant Virtual Assets between the relevant Accounts.

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

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

Trading Pair means the combination of a Base Asset and a Counter Asset that is offered for trading on the Exchange.

Virtual Asset means any asset that is:

- (a) expressed as a unit;
- (b) capable of being transferred, stored and traded on a peer-to-peer basis, with or without conditions or limitations; and
- (c) approved by Crypto.com from time to time for use in connection with the Exchange.

Virtual Assets do not include Fiat Currencies. For the avoidance of doubt,

any Virtual Asset that:

- (i) is transferred on any additional layer on top of a blockchain relating to another Virtual Asset or any side chain; or

- (ii) is a derivative of another Virtual Asset, has enhanced features or functionality that supplements or interacts with another Virtual Asset,

is to be treated as a distinct Virtual Asset from such other Virtual Asset and its use in connection with the Services will be subject to approval by Crypto.com.

Unauthorised Transaction means an Instruction that is not authorised by you. For the avoidance of doubt, an Instruction that is authorised and/or initiated by you as a result of mistake, duress, fraud, misrepresentation, inducement *etc* shall not constitute an Unauthorised Transaction.

Website means www.crypto.com/exchange.

2 Interpretation

2.1 Rules of interpretation

Unless the contrary intention appears, a reference in the Agreement to:

- (a) any reference to a Virtual Asset includes any part or fraction thereof;
- (b) a reference to anything (including an amount) is a reference to the whole and each part of it;
- (c) labels used for definitions are for convenience only and do not affect interpretation;
- (d) a document (including these Exchange Terms and Conditions) includes any variation or replacement of it;
- (e) a reference to a document includes any document that is ancillary to that document, or any agreement or other legally enforceable arrangement created by that or under that document;
- (f) a clause, Part, annexure or schedule is a reference to a clause in, Part of, or annexure or schedule to, these Exchange Terms and Conditions;
- (g) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) the singular includes the plural and vice versa;
- (i) the word “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
- (j) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (k) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (l) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (m) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (n) a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (o) unless stated otherwise in writing by Crypto.com, a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (p) the words “include”, “including”, “for example” or “such as” when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (q) the word “blockchain” includes any other form of distributed ledger technology;
- (r) a reference to “law” includes common law, principles of equity and legislation (including regulations, rules, by-laws, ordinances and proclamations) and

includes any consolidations, amendments, re-enactments or replacements of any of them;

- (s) a reference to “regulation” includes legislation and instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances, directives and proclamations) as well as instruments or orders issued or endorsed by the SFC or government or regulatory authorities and any licensing, registration or approval requirements under any of these;
- (t) a reference to “in writing” means in legible form and capable of reproduction on paper, and includes electronic communication;
- (u) a reference to “material” includes the ability to affect the outcome of a decision or application;
- (v) time is a reference to Hong Kong time;
- (w) “property” or “asset” includes any present or future, real or personal, tangible or intangible property, asset or undertaking and any right, interest or benefit under or arising from it; and
- (x) any thing (including any amount or Service) includes each part and/or feature of it.

2.2 Next day

If an act specified in the Agreement is to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day.

2.3 Next Business Day

If an event specified in the Agreement must occur on a stipulated day which is not a Business Day, then the stipulated day will be taken to be the next Business Day.

2.4 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the Agreement.

2.5 Inconsistency

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

- (a) the English version and any other language version of any part of the Agreement, the English version prevails;
- (b) the Application and any other terms of the Agreement, the other terms prevail;
- (c) these Exchange Terms and Conditions and any specific terms applicable to a particular service that forms part of the Agreement, or to a particular jurisdiction, the specific terms prevail;
- (d) these Exchange Terms and Conditions and the Exchange FAQs, these Exchange Terms and Conditions prevail;
- (e) a Confirmation and any other terms of the Agreement, the Confirmation prevails for the relevant Executed Order; or
- (f) the Agreement and any direction, decision, requirement or other rule issued by us in connection with the Exchange, the latter in time prevails,
- (g) in each case, to the extent of the inconsistency, and unless otherwise specified by us in writing.

2.6 Pronoun usage

In these Exchange Terms and Conditions:

- (a) “you” or “your” refers to:
 - (i) the person agreeing to these Exchange Terms and Conditions; and
 - (ii) where the context permits, includes any Authorised Person of that person; and
- (b) “we” or “us” refers to Crypto.com.

3 About this document and our Agreement

3.1 The Exchange Terms and Conditions

- (a) These Exchange Terms and Conditions are issued by Crypto.com.
- (b) These Exchange Terms and Conditions set out the terms and conditions that apply to your use of:
 - (i) the Exchange; and
 - (ii) your Account.

3.2 The Agreement

- (a) The terms of the Agreement apply to you and to any Authorised Person.
- (b) If you or an Authorised Person do not agree with terms of the Agreement, you or the Authorised Person shall not use the Exchange or access your Account.
- (c) You are responsible for ensuring that each Authorised Person complies with the Agreement and for anything an Authorised Person does in connection with the Agreement.
- (d) You must ensure that each Authorised Person is given a copy of the Agreement and any privacy notice issued by us from time to time.
- (e) The Exchange FAQs may be amended or varied by us from time to time through an Agreed Communication Method. The updated Exchange FAQs will apply from when they are published. Please ensure you always check the latest published version. Crypto.com may revise other terms of the Agreement in accordance with clause 15.

3.3 Single agreement

Each Order is submitted by you, and all transactions are entered into, in reliance on the fact that the Agreement forms a single agreement between you and us and neither you nor us would otherwise enter into any transactions.

3.4 Our relationship: no fiduciary duties or other roles

You acknowledge that none of:

- (a) the relationship between you and us;
- (b) the activities contemplated by the Agreement; or
- (c) any other matter,

gives rise to any fiduciary, trustee or equitable duties on our part in your favour, even where we have better knowledge of the market generally or of any particular Order. In particular, there are no duties that would oblige us to accept responsibilities more

extensive than those set out in the Agreement or which prevent or hinder us in carrying out any of the activities contemplated by the Agreement. For example, we do not provide advice of any kind as a service under the Agreement and we do not act as your adviser in relation to any aspect of your use of the Exchange or Virtual Asset transactions generally.

3.5 Questions

If you have any questions about the Agreement, you should obtain appropriate, independent professional advice.

Exchange Terms and Conditions

Part 2 Accounts, Instructions and payments

4 Accounts

4.1 Application

- (a) If you are a new user and want to use the Exchange, you must:
 - (i) make an Application; and
 - (ii) provide such information as we reasonably request. The information that you provide must be complete, accurate and up-to-date.
- (b) Different eligibility criteria may apply between applicants. We may refuse your Application for any reason. Unless required by Applicable Law, we do not need to give reasons for refusing or accepting an Application.
- (c) If you are an existing user of any Crypto.com Group's services and want to use the Exchange, you agree that the relevant entity may share with us the onboarding documents you provided previously for the Application.
- (d) If we approve your Application:
 - (i) the terms on which you may use the Exchange and your Account are set out in the Agreement;
 - (ii) we may grant to you a non-exclusive, non-sub-licensable (except as permitted within these Terms, to Authorised Persons under clause 4.7), non-transferable personal right to, use the Exchange and your Account to trade Virtual Assets; and
 - (iii) you may only use the Exchange, an Account, an Agreed Communication Method and Exchange Materials for your own purposes.
- (e) If you are a resident of a particular Available Jurisdiction, or have a relevant connection to a particular jurisdiction, additional terms and conditions may apply as notified by us at any time.
- (f) A reference to "terms and conditions" in forms, statements, brochures and other documents we provide is a reference to the relevant terms contained in the Agreement.

4.2 Establishing an Account

- (a) We may open an Account in your name following receipt of an Application in accordance with paragraph 4.1(a).
- (b) We have the sole discretion as to the opening, operation and closure of an Account or any wallet that forms part of your Account. Without limiting the terms of the Agreement, we may, at any time, without liability:
 - (i) vary, suspend or close an Account or wallet;
 - (ii) specify or vary the scope and extent of an Account or wallet and the Exchange;

- (iii) prescribe the specific Exchange (including any specific Virtual Assets) supported in respect of an Account;
 - (iv) set or vary any limit regarding an Account or wallet; or
 - (v) restrict or impose conditions or limits on an Account or wallet.
- (c) Subject to our discretion and operational requirements, you may not hold more than one Account.
- (d) All Accounts are established and maintained by us for the sole purpose of providing the Exchange and recording relevant Virtual Asset movements. In no circumstances should an Account be interpreted as a banking or custody service, or a stored value facility, of any kind.
- (e) We may open and provide one or more sub-accounts in your name following an application from you in accordance with, and subject to, the terms described in Annex II to these Exchange Terms and Conditions.

4.3 Account requirements

In addition to any other requirements that we may impose in respect of your Account from time to time, you must, promptly:

- (a) supply such information, documentation and authorisation as requested by us in order for us to carry out all necessary “know your customer” checks and AML/CTF Requirements and comply with all Applicable Law; and
- (b) notify us in writing of any change in any information, documentation or authorisation provided to us, and submit appropriate supporting information and/or documents relating to such change.

We reserve the right in our absolute discretion to refuse any Application, or the designation of any person to operate the Account, and we may not give you any reasons for that refusal.

4.4 Account details and access

- (a) We may issue you with a user name and password, or other appropriate log-in details or access method for your Account.
- (b) You are responsible for keeping your log-in details or access method confidential so that your Account cannot be accessed or used without your permission.
- (c) You must comply with any specifications that we make in relation to your use of the Exchange and an Agreed Communication Method. This includes any authentication and other security procedures.

4.5 Account operations

- (a) Without limiting our other rights or obligations under the Agreement, and subject to Applicable Law:
 - (i) you may transfer Virtual Assets to us in connection with the Exchange, in accordance with the instructions provided through an Agreed Communication Method;
 - (ii) we will record, in your Account, any amounts of Virtual Assets received by us from you in connection with the Exchange;

- (iii) we may deduct from your Account and pay, whether to us or otherwise:
 - (A) any fees and Costs; and
 - (B) any payments required in respect of an Executed Order; and
 - (iv) you may transfer Virtual Assets within any wallets associated with your Account.
- (b) Only Eligible Virtual Assets are permitted for use in connection with your Account and Exchange. We retain sole discretion to determine when and if a Virtual Asset is an Eligible Virtual Asset, and you acknowledge and understand that such determination may take significant time, and that we are under no obligation to provide you with any reasons in respect of any determination. If you transfer any Virtual Assets that are not Eligible Virtual Assets, such Virtual Assets may be permanently lost.
- (c) You must not transfer:
 - (i) Virtual Assets to us unless:
 - (A) you are the lawful, legal and beneficial owner of such Virtual Assets;
 - (B) you have the absolute right to sell, assign, convey, transfer and deliver the Virtual Assets; and
 - (C) the Virtual Assets are free of any Encumbrance; and
 - (ii) anything to us other than Virtual Assets.
- (d) We may make payments from your Account without any express instructions from you, and you authorise us to make such payments in accordance with clauses 5 and 7.
- (e) You may request us to transfer Virtual Asset recorded in your Spot Wallet to an external digital address that is compatible with the relevant Virtual Asset and that is controlled by you, in accordance with the instructions provided through an Agreed Communication Method, and subject always to (i) our discretion to accept or reject Instructions (ii) our assessment that the external digital address is not a Proscribed Address.
- (f) It is your responsibility to ensure that you provide us with the correct digital address details. For example, if you provide us with incorrect digital address details, or if you are unable to access the digital address provided, your Virtual Assets may be permanently lost and we take no responsibility or liability whatsoever for such losses incurred by you.

4.6 Completion of Virtual Asset transfers

- (a) A transfer of Virtual Assets from an Account is not complete until confirmed as complete by Crypto.com.
- (b) A transfer of Virtual Assets that is pending will be designated as a pending transaction in the Account. The balance of the Account will also show a debit of the Virtual Assets having been made.

4.7 Account operating authority – Authorised Persons

- (a) Before appointing an Authorised Person, you must give us account operating authority details for that Authorised Person.

- (b) We will act on, and in accordance with, the account operating authority until you vary (by removing or adding Authorised Persons) or cancel it.
- (c) If you want to vary the account operating authority by changing either the Authorised Persons or the method of operation, or cancel the authority, you must give instructions in writing to us. On receipt of the instructions, we will vary or cancel the authority. The variation or cancellation becomes effective within a reasonable time after we accept your instructions and we will notify you once the variation or cancellation is effective and its effective date. If there is more than one account holder:
 - (i) all of you must authorise adding an additional person as an Authorised Person; and
 - (ii) any of you may cancel an additional person's authority to be an Authorised Person.
- (d) We are entitled to rely on any Instructions and/or (other) instructions given or purported to be given by an Authorised Person in accordance with the authority.

5 Custodial arrangements

5.1 Holding of Virtual Assets

- (a) Any Virtual Assets in your Account, or purchased by us on your behalf, and held by us for safekeeping may be held:
 - (i) by us; or
 - (ii) by any other institution engaged by us which provides services for the custody of Virtual Assets.
- (b) You understand and accept that:
 - (i) your Virtual Assets held by us under this clause 5.1 do not enjoy the same protections as are available in respect of traditional deposits and financial products;
 - (ii) we are under no duty to return to you the Virtual Assets originally delivered to, or otherwise held by, us, but where necessary we will return assets of an identical type, and to the same nominal value, of the relevant Virtual Assets to you; and
 - (iii) we may deposit, transfer, lend, pledge, repledge or otherwise deal with your Virtual Assets if:
 - (A) such action is for the Execution of an Order;
 - (B) such action is for the settlement of any amount owing under a service provided under this Agreement, or any Costs owed by you to us or Crypto.com Group in respect of the Exchange; or
 - (C) otherwise in accordance with your Instructions, subject to Applicable Law.

5.2 Benefits arising for the Virtual Assets

If we receive any interest, distributions or other benefits arising from your Virtual Assets held by us or any other institution for you, we may or may not:

- (a) credit the relevant amount to your Account; or

- (b) pay or transfer the relevant amount to you, in a manner as agreed by us, subject to Applicable Law, our internal policy, clause 21 and any other term of the Agreement.
-

6 Instructions

6.1 Instructions generally

You:

- (a) authorise us to accept Instructions from you or any Authorised Person (appointed under clause 4.7). You confirm that each Authorised Person has the power to give Instructions on your behalf. You will, and will procure that each of your Authorised Persons will, comply with any requirements we reasonably impose in relation to the Instructions and any Applicable Law;
- (b) agree that we may assume the authenticity of any Instructions given or purportedly given by you or any Authorised Person, or that any person claiming to be your authorised representative is in fact that person. We are not obliged to enquire into any of these matters;
- (c) agree we may assume the authenticity of any Instructions given or purportedly given by you or any Authorised Person from your Enabled Device, are in fact your Instructions. We are not obliged to enquire into any of these matters;
- (d) authorise us to act upon any Instruction that we believe to be authentic and valid. We may conclusively rely on the Instructions if we believe that the Instructions were given by you or your Authorised Person and are duly authorised, accurate and complete, even though this is incorrect and even if you send us further communications that differ in any respect from such Instructions; and
- (e) are responsible for ensuring the accuracy and completeness of the Instructions. You acknowledge and agree that once given, an Instruction cannot be revoked and if acted on by us, the Instruction will be binding on you.

6.2 Electronic Instructions and records

To the extent applicable, you acknowledge that all Instructions given (and our records of those Instructions) in electronic form are original documents in writing. You agree not to challenge their validity, admissibility or enforceability on the basis that they are in electronic form.

6.3 Giving and receiving Instructions

- (a) You may provide Instructions through the Agreed Communication Methods that apply to the Exchange.
- (b) Subject to our discretion to reject any Instruction, all Instructions are only valid and effective if received by us within the Trading Hours on a Business Day. However, we do not guarantee that any of the Instructions will be processed even though they may have been received.
- (c) Instructions from you are irrevocable and you are not entitled to cancel, reverse or otherwise disclaim such Instructions. We are under no obligation to act on an Instruction to cancel or amend a previous Instruction from you or your Authorised Person. We may also be unable

to cancel or amend an unexecuted or partly executed Instruction for any reason.

- (d) We use our reasonable endeavours to execute the Instructions, but we do not guarantee that the Instructions will be wholly or partially executed or will be executed by a certain time. Partially exercised Instructions may not be cancelled or reversed on the basis that the Instructions have not been wholly exercised. We are not responsible for any delays due to a Force Majeure Event, a Network Event, market factors, our own verification or authorisation processes or any other reason whatsoever, nor for executing an Order before processing any cancellation or amendment that you may send to us.

6.4 Acknowledgement of Instructions

- (a) We agree to acknowledge your Instructions in relation to the entry into an Order, through the Agreed Communication Method.
- (b) If we do not acknowledge your Instructions under clause 6.4(a), that Instruction is deemed to not to have been received by us.

6.5 When we may refuse, cancel or reverse Instructions

- (a) We reserve the right at all times to refuse, cancel or reverse your Instructions, without giving any reason or explanation or prior notice. For example, we may, in addition to any other rights we may have:
 - (i) decline to accept your Instructions where:
 - (A) we believe that:
 - (aa) the Instruction could result in a breach of any Applicable Law;
 - (ab) a pre-condition under clause 12.4 has not been satisfied;
 - (ac) the pre-pay requirement under clause 11.1 has not been met, where applicable;
 - (ad) the Instruction is unclear, ambiguous or incomplete; or
 - (ae) the Instruction involves Market Misconduct or would constitute a Prohibited Transaction;
 - (B) you or a counterparty are prevented from completing an Order, or it becomes impossible or impracticable for you or a counterparty to complete an Order, due to a Force Majeure Event;
 - (C) you disaffirm, disclaim, repudiate or reject, in whole or in part, the Agreement, any Confirmation or any Order (or such action is taken by an Authorised Person on your behalf);
 - (D) in our opinion, you are in material breach of any provision of the Agreement;
 - (E) an Event of Default has occurred; or

- (F) you fail to provide any information requested by us in respect of an Order, or where required to do so in compliance with the Agreement, any Applicable Law or the requirement of any contract;
 - (ii) where you, an Authorised Person, or a person we believe is connected with you, appears to be a Proscribed Person:
 - (A) refuse to process or complete any Instruction, suspend the provision of a service to you;
 - (B) refuse to allow or to facilitate any Order for you or to any other Proscribed Person or other person; or
 - (C) terminate the Agreement; or
 - (iii) decline to act where there are insufficient Eligible Virtual Assets in the Account to carry out the Instruction, or where the Instruction does not comply with any limit that applies in respect of your use of the Exchange.
- (b) Without limiting clause 6.5(a) or any other rights we may have under the Agreement, we may:
- (i) decline to act on your behalf or accept your Instructions where:
 - the original Instruction has expired and is not reconfirmed at that time;
 - the basis for any quotation for the relevant Virtual Asset has changed and the Instruction has not been reconfirmed;
 - the Virtual Assets are the subject of a trading halt and the order has not been reconfirmed; or
 - the Virtual Asset are no longer available for the purposes of the Exchange; or
 - (ii) cancel or reverse any Instruction without contacting you where a Government Agency has recommended or required a cancellation or reversal.
- (c) If we exercise our rights under this clause 6.5 you must pay us on demand any Loss that we incur in relation to any action taken under that clause or any Applicable Law.

6.6 Risks of giving Instructions

You acknowledge and accept the risks of giving Instructions by the Agreed Communication Method, including the risk of any Instructions being unauthorised or given by an unauthorised person, the risk that we may process Instructions twice if you send the same Instructions to us in different forms and the risk that any information sent by electronic means cannot be guaranteed to be secure or free from virus or delay.

7 Payments, deliveries and other obligations

7.1 Payment and deliveries

- (a) We may, acting in good faith and in a commercially reasonable manner, refuse to accept or make (or accept or make on such terms as it may determine) any transfer of a Virtual Asset from or to you and we will provide notice of any such refusal as soon as reasonably practicable. In

particular, we may refuse to facilitate any transfer of Virtual Assets, whether through the Trade Engine or otherwise, that are not Eligible Virtual Assets from you, and you cannot use any such Virtual Assets to settle an Executed Order.

- (b) You acknowledge and agree that if at any time there are (having regard to other payments debited or due to be debited) insufficient Eligible Virtual Assets recorded in a relevant Account or any amount owed to us, we may, in our absolute discretion and without any obligation to do so:
 - (i) decline to execute your Instructions; and
 - (ii) force-sell any Eligible Virtual Assets held by us on your behalf,in each case without further instruction or sanction from you.

7.2 Withholding

- (a) If any Applicable Law requires you to deduct any Tax from a payment to us, you must increase the amount payable so that, after making the deduction, we receive the amount we would have received if no deduction had been required. You agree to deduct the amount for the Tax, pay that amount to the relevant Government Agency in accordance with Applicable Law and give us the original receipts.
- (b) We may be required to withhold payments to you, and pass such amounts to a Government Agency. If at any time any relevant Government Agency requires us to make a deduction or withholding on any payment due to you, you agree to immediately reimburse us for the amount of any such deduction or withholding or we may recover such amount in accordance with clause 7.1(b) (ii). You will indemnify us against any Loss we suffer or incur as a result of such deduction or withholding.

7.3 Value added tax

- (a) All payments to be made by you in connection with the Agreement are calculated without regard to any goods and services tax, consumption tax, value added tax or any Tax of a similar nature.
- (b) If any of these types of Taxes are payable in connection with the payment, you must pay us an additional amount equal to the payment multiplied by the appropriate rate of Tax. You must do so at the same time as making the payment.

7.4 Independent payment obligations

Your obligation to pay any amount under the Agreement is separate from each of your other obligations to pay.

7.5 Rights of netting, set-off and lien

- (a) If, on any day, either or you or Crypto.com have payment and delivery obligations in the same Virtual Asset in respect of two or more Executed Orders, then we may elect for such Virtual Asset to be delivered, on a net basis so that such obligations will be automatically satisfied and discharged.
- (b) If, in respect of the same Virtual Asset, the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, such payment and delivery obligations will be replaced by an obligation upon the party by which the larger aggregate amount would have been payable, to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

- (c) In addition to our rights under clause 7.5(a), we may at any time and without notice to you set off any amount we owe you against any amount that you owe us or, where more than one person constitutes our client, that any one or more of those persons singly or jointly owe us (in either case, whether or not the obligation is matured or contingent and irrespective of the currency, asset or place of payment). Any amounts that are so set off will be discharged promptly and in all respects.
- (d) We are entitled to exercise a lien over any or all of your property which (for any reason) is in or comes into our possession or control, except that this lien does not cover any property where it may give rise to any obligation to disclose an interest on our part. We have the right to sell such property and apply the proceeds of sale, after deduction of reasonable Costs, to satisfy any amount you owe us.
- (e) For the purposes of this clause 7.5, we may make any conversion at a rate that we reasonably consider appropriate.
- (f) Our rights under this clause 7.5 are in addition to any other right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which we are at any time otherwise entitled or subject whether under the Agreement or by operation of Applicable Law.

7.6 Payment in other asset

You waive any right you may have in any jurisdiction to pay any amount other than in the Eligible Virtual Asset in which it is due. If we receive an amount in a Virtual Asset other than that in which it is due:

- (a) we may return the payment and require you to make the payment in the appropriate and due Eligible Virtual Asset. We may charge you for the Costs incurred in returning the payment to you; or
- (b) we may convert the amount into the due Eligible Virtual Asset on the date and at rates we reasonably consider appropriate. We may deduct Costs incurred in the conversion. In such circumstances, you must satisfy your obligations to pay in the due Eligible Virtual Asset only to the extent of the amount of the due Eligible Virtual Asset or other asset obtained from the conversion after deducting the Costs of the conversion.

7.7 Virtual Asset restrictions

- (a) You must comply with any exchange controls and Applicable Law in connection with the Agreement.
- (b) If a jurisdiction restricts the availability or transfer of any Virtual Asset, or we are otherwise unable to pay in a particular Virtual Asset, we need not make any payment to you in that Virtual Asset. We may make the payment in any Virtual Asset we reasonably consider appropriate, using a rate that we reasonably consider appropriate.

7.8 Conversion on judgment debt

If a judgment, order or proof of debt for or the recovery of an amount in connection with the Agreement is expressed in a Virtual Asset other than that in which the amount is due under the Agreement, then you agree to indemnify us on demand against:

- (a) any difference arising from converting the Virtual Asset, if the rate of exchange we would otherwise use under the Agreement when we

receive a payment in the Virtual Asset is less favourable to us than the rate of exchange used for the purpose of the judgment, order or acceptance of proof of debt; and

- (b) the Costs of conversion.

7.9 Third party payments

We are not obliged to make any payments and or deliveries to a third party, except as expressly contemplated by the Agreement or otherwise agreed by us in writing. Any third-party payments may also be subject to conditions.

7.10 General conditions precedent to payments by us

Each of our obligations to make a payment or delivery, or to perform an obligation referred to in this clause 7.10, is subject to the conditions precedent that:

- (a) we are satisfied that you have fulfilled your corresponding obligations (if any) in accordance with all applicable terms;
- (b) no Event of Default has occurred and is continuing; and
- (c) such actions will not cause us to be in breach of any Applicable Law or our internal policies.

7.11 Return of Virtual Assets

- (a) We may, at our discretion, upon the passage of an applicable time period determined by us or as otherwise required by Applicable Law or our internal policy, return any Virtual Assets recorded in your Account to a designated external address that is compatible with the relevant Virtual Asset and that is under your control, as last notified to us in writing.
- (b) If we receive Virtual Assets which are determined not to be Eligible Virtual Assets, upon our request, you must provide us with an external address under your control. Subject to Applicable Law and our internal policy, we will return the Virtual Assets received to such address.
- (c) To the extent permissible under Applicable Law, we reserve the right to deduct a fee, Costs or other administrative charge in respect of the return of any Virtual Assets.

8 Calculations

8.1 Calculation agent

- (a) We are the calculation agent for each Executed Order. All calculations are carried out in our sole discretion, unless otherwise specified in the relevant Confirmation.
- (b) The calculation agent is, subject to the relevant Confirmation, responsible for:
 - (i) calculating the fees and any rates, amounts, periods and dates (including changes to any of them) in accordance with the Confirmation;
 - (ii) giving notice of such fees, rates, amounts, periods and dates;

- (iii) determining the value of any Virtual Asset expressed in respect of another Virtual Asset or as expressed in respect of a Fiat Currency;
 - (iv) effecting or calculating any Virtual Asset conversion necessary or desirable for the purposes of any Executed Order; and
 - (v) calculating any netting or set-off in accordance with clause 9.
- (c) The calculations and determinations of the calculation agent are final and binding on you in the absence of manifest error. They will be applied using such methodology as we determine in good faith and in our discretion.

8.2 Adjustments

- (a) If, in our opinion, any event or circumstance, including any Network Event or Force Majeure Event, occurs that adversely affects our ability in determining the amount payable to or by you in respect of any Order and such circumstances continue for a period of not less than five Business Days, we may make such adjustments to the method used or to be used to determine the amount payable to or by you in respect of any Executed Order in accordance with our customary practices or market practice of which we are aware (if any).
- (b) Adjustments made in accordance with clause 8.2(a) are binding and conclusive against you.

9 Netting and set-off

9.1 Netting

In respect of two or more Executed Orders to which you are a party, a net amount will be calculated by us as calculation agent in respect of all amounts payable on the same date in the same Virtual Asset in respect of such Executed Orders, regardless of whether such amounts are payable in respect of the same Executed Order.

9.2 Set-off

At any time, if there are amounts payable in any Virtual Asset by you to us or to any counterparty, as calculated by us as calculation agent, then your obligation under the Agreement to make payment of any such amount of Virtual Asset will, in our sole discretion and after giving of seven Business Days' notice, be satisfied and discharged, in whole or in part, by way of set-off against any Virtual Asset in your Account.

9.3 Our other rights

Our right to net and/or set-off under this clause 9 is in addition to any other right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which us is at any time otherwise entitled or subject whether under the Agreement or by operation of Applicable Law.

Part 3 Exchange

10 Trading on the Exchange

10.1 Description

The Exchange enables you to acquire or dispose of Virtual Assets through the Exchange by using your Account, in accordance with the Agreement.

10.2 Availability of the Exchange

- (a) The Exchange is available during Trading Hours on each day.
- (b) The Exchange may not be available at certain times. In particular, there may be some downtime (as advised through an Agreed Communication Method) when use of the Exchange will be restricted or not possible.
- (c) We may periodically shut down the Exchange or access to the Exchange via the Website or App, and interrupt any automatic functions for the following reasons:
 - (i) planned system and software maintenance;
 - (ii) unscheduled emergency maintenance;
 - (iii) seasonal holidays; and
 - (iv) any other event that Crypto.com consider requires suspension of the Exchange.

10.3 Submitting an Order

- (a) An Order can only be submitted to the Exchange by you, using an Agreed Communication Method and the procedure provided through that Agreed Communication Method for that Order.
- (b) An Order must be a:
 - (i) Limit Order;
 - (ii) Market Order; or
 - (iii) Advanced Order.
- (c) An Order must comply with any applicable minimum and maximum Order values and any other requirements specified via the Agreed Communication Method.
- (d) When submitting an Order, you must comply with any trading and position limits imposed on you by us in accordance with these Exchange Terms and Conditions.
- (e) You must have an available balance of the relevant Eligible Virtual Assets in your Account to submit an Order. This available balance must be sufficient to cover:
 - (i) the total value of the Order; and
 - (ii) any applicable fees.

- (f) When you place an Order, the quantity of the relevant Eligible Virtual Asset will be placed on hold in your Account until that Order is Executed or cancelled.

10.4 Orders

- (a) Once submitted to the Exchange in accordance with clause 10.3, an Order:
 - (i) will be displayed on the Exchange; and
 - (ii) remains open and binding on the person that submitted it until it is Executed or cancelled.
- (b) You may cancel an Order that you have submitted at any time before the Order is Executed.

10.5 Price deviation warning

We will endeavour to display a warning to you who attempts to submit an Order that may completely or partially Execute at a price that is more than 5% away from the price specified in the most recently Executed Order for that Trading Pair. However, it is ultimately up to you to decide whether or not to submit the Order in any event.

10.6 Limit Orders

- (a) A Limit Order is not guaranteed to Execute.
- (b) A Limit Order may only Execute at the price stated in the Limit Order or at a better price.
- (c) A Limit Order can be a Maker Order or a Taker Order.

10.7 Market Orders

- (a) A Market Order may Execute at a number of different prices, depending on:
 - (i) the quantity of the Base Asset specified; and
 - (ii) the volume and prices of Orders on the Exchange,at the time that the Market Order is submitted and while the Market Order remains open.
- (b) A Market Order is always a Taker Order.

10.8 Advanced Orders

- (a) We may, in our sole discretion, specify through an Agreed Communication Method:
 - (i) additional; and/or
 - (ii) different,requirements, restrictions or conditions in respect of one or more Advanced Orders or types of Advanced Order.
- (b) If any requirement, restriction or condition for an Advanced Order (or a type of Advanced Order) is inconsistent with any other provision of the Agreement, the former prevails to the extent of the inconsistency in

respect of that Advanced Order (or Advanced Order type) unless otherwise specified in writing.

10.9 Order Matching Engine

- (a) To Execute Orders, the Order Matching Engine will match a Taker Order with a Maker Order.
- (b) Orders are matched based on the price and time that the Orders are placed, and earlier Orders at the same price take priority over later Orders.
- (c) An Order may be matched with and Executed by one or more Orders at the same price.
- (d) A Taker Order will be:
 - (i) matched with the best price and earliest Maker Order with the same price level for that Trading Pair on the Exchange; and
 - (ii) if it is not Executed by that Maker Order or is only partially Executed by that Maker Order, matched with any subsequent Maker Order in accordance with clause 10.9(b).
- (e) The process stated in clause 10.9(d)(ii) is repeated until the Taker Order is completely Executed or cancelled.

10.10 Self-Execution prevention

- (a) Where two Orders of the same quantity would result in Self-Execution, we will cancel both Orders.

10.11 Trade Engine

- (a) Executed Orders and applicable fees, Costs and Tax will be settled in full, without set off, counterclaim or deduction or withholding, unless the deduction or withholding is required by Applicable Law, by the Trade Engine.
- (b) Executed Orders will be settled as soon as possible after Execution.
- (c) Settlement of Executed Orders by the Trade Engine is final and will not be reversed unless:
 - (i) we are compelled to do so by any Applicable Law;
 - (ii) we are entitled to under the terms of the Agreement; or
 - (iii) Mis-execution has occurred.
- (d) With respect to clause 10.11(c)(ii), we will take all reasonable steps to restore the relevant you to the position that you would have been in had the Mis-execution not occurred.

10.12 Order minimums and maximums

- (a) The minimum and maximum Order values for the Exchange will be published by us on the App and/or Website, which may be adjusted from time to time.

11 Orders

11.1 Orders must be pre-paid

- (a) Before you place an Order, you must have a sufficient amount and appropriate type of Eligible Virtual Assets recorded in your Account to meet your obligations in respect of the proposed Virtual Asset transaction, inclusive of any applicable fees, Costs and Tax. Notwithstanding the amount displayed as being recorded to an Account, only Eligible Virtual Assets will be taken into account when assessing whether the sufficiency and appropriateness requirements under this clause 11.1(a) are satisfied.
- (b) If any Virtual Assets in your Account are determined not to be Eligible Virtual Assets, you must substitute the assets in your Account with Eligible Virtual Assets before you can submit an Order, or discharge your obligations in respect of an Executed Order.

11.2 Your responsibilities

Without limiting any other provision of the Agreement:

- (a) the submission of an Order and the performance of any Executed Order and any agreement arising under or in connection with that Executed Order, is your sole responsibility; and
- (b) you are responsible for complying with all notification requirements and other reporting obligations relating to Executed Orders under Applicable Law.

11.3 Limits and controls on Orders

- (a) We may impose trading and position limits, and position management controls on you, including limits and controls to mitigate and manage our own liquidity, operational and other risks, at any time, without prior notice and without giving reasons. As a result, you understand and acknowledge that you may be prevented from submitting an Order or undertaking other steps at certain times if such actions would cause you to exceed an applicable limit, and that we may apply an applicable filter to reject an Instruction submitted by you.
- (b) We may monitor your positions against the limits or controls imposed by us under clause 11.3(a). Any such limits imposed by us are solely for our protection and we will have no responsibility for monitoring or ensuring your compliance with any limits imposed on your trading activities by you or by Applicable Law.
- (c) You agree to comply with any limits or controls imposed by us under clause 11.3(a) and not take any actions that will cause you to violate any limits imposed by us on your activities.
- (d) To ensure compliance with Applicable Law or any limits set by us under clause 11.3(a), we may decline to act on Instructions and/or execute an Order. We may also suspend your use of the Trading Tools, require you to take certain steps, or take any other action that we consider appropriate in the circumstances.
- (e) You indemnify us against any Loss as a result of your breach of any limits or controls imposed by us under this clause 11.3(a) provided that such limits or controls are notified to you at the time that they are imposed.

- (f) Despite any provision in the Agreement to the contrary, we are not required to:
 - (i) make available to you any product or service, including the Exchange, an Account and the Trading Tools; or
 - (ii) facilitate any Order,
- (g) if such actions may cause us to breach any Applicable Law, including any AML/CTF Requirement.

Part 4 Other key provisions

12 Use of the Exchange and the Account

12.1 “As is” basis

- (a) You acknowledge that the Exchange, your Account, the Website and the App have not been developed for your individual needs.
- (b) You acknowledge that you use the Exchange and your Account (including the Website and the App) on an “as is” basis at your own risk.
- (c) We are not responsible for any consequence or Loss arising from your choice to use the Exchange or your Account, including via the Website or the App.

12.2 Compliance

You agree that before using the Exchange or your Account while you are outside your country of residency, you will ensure that you would not be breaking any laws, rules or regulations in that other country by doing so.

12.3 Maintaining standards in operating the Account

- (a) When operating your Account, you must:
 - (i) ensure that your systems and any relevant device, including any Enabled Device, are maintained in good order and are suitable for use with your Account;
 - (ii) maintain adequate security measures over your systems and devices, including any Enabled Device, so as not to permit anyone other than you or your Authorised Persons from operating your Account;
 - (iii) run any such tests and provide any information to us as we may reasonably request to establish that your systems and devices satisfy the requirements to operate your Account;
 - (iv) carry out virus, rootkit, keylogger and other malware checks of your systems and devices on a regular basis (including any specific virus or malware detection programs as required by us from time to time);
 - (v) inform us immediately of any unauthorised access to your Account or any unauthorised transaction or Instruction; and, if within your control, cause such unauthorised access to cease;

- (vi) not at any time leave unattended any system, telephone, computer, terminal or device from which you are able to operate your Account;
 - (vii) not send, distribute or upload, in any way, data or materials that contain malfunctions, malware, viruses or other such deficiency or harmful components that may impair or damage the operation of Exchange, App, Account and/or Website;
 - (viii) not post, promote or transmit through the Website or App any unlawful, harassing, libellous, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature;
 - (ix) if you become aware of any material defect, malfunction, malware, virus or other such deficiency in your Account or that there has been unauthorised access to your Account, notify us immediately of such deficiency, and cease to use the Account until you have been notified that such deficiency has been rectified; and
 - (x) obtain and install all applicable hardware, software, updates, patches that are necessary for your use of the Website or the App.
- (b) In addition to any other rights under the Agreement, we may suspend, terminate and/or replace an Account at any time and without notice to you if we believe this is necessary or desirable to enable us to comply with Applicable Law.

12.4 Pre-conditions for use of the Exchange

- (a) We may determine whether, and the terms upon which the Exchange is made available to you under the Agreement from time to time, at our sole discretion.
- (b) Without limiting clause 12.4(a), we may refuse to make the Exchange available to you if, in our opinion:
 - (i) an Event of Default has occurred and is continuing;
 - (ii) you have provided any incorrect, incomplete or misleading information or made an incorrect or misleading representation or warranty;
 - (iii) you have not provided all documents and information requested by us or satisfied any pre-condition imposed by us on the Exchange; or
 - (iv) you have not provided sufficient evidence that meets our eligibility criteria use the Exchange.
- (c) Without limitation to any other term of the Agreement, we may also suspend or refuse to make the Exchange available if, in our opinion, the Exchange may:
 - (i) not comply with Applicable Law;
 - (ii) be being used to circumvent any Applicable Law; or
 - (iii) result in us being associated with a Proscribed Person or Proscribed Address.

12.5 Withdrawal or suspension of use of the Exchange

We reserve the right to withdraw or suspend your right to use the Exchange at any time without prior notice to or any consent from you and without assigning any reason for that action.

13 Exchange Materials

13.1 Limitations on use

- (a) You may not allow or permit any other person to use the Exchange Materials or otherwise deal with them for the benefit of any other person or in any way that is not specifically contemplated by the Agreement (including by way of downloading, copying, reproducing, adapting, publishing, selling, or distributing them) without our express written consent, which we may reject or grant at our own discretion, with or without conditions.
- (b) You will keep all Exchange Materials strictly confidential, except to the extent that they are already in the public domain (other than through a breach of the Agreement or any other obligation of confidence).
- (c) You will respect and protect all rights, title and interest (including any intellectual property rights) in the Exchange Materials.
- (d) Without limitation to clause 13.1(c), the Website and/or the App is proprietary to Crypto.com. By using the Website and/or the App, Crypto.com grants to you and any Authorised Person a personal, limited, non-exclusive, non-transferable, non-sublicensable right to use the Website and/or the App.

13.2 Protection of rights in the Exchange Materials

- (a) You undertake that you, without limiting any other restrictions, will not, and will not attempt to:
 - (i) tamper with, modify, adapt, translate, de-compile, reverse-engineer or otherwise alter in any way;
 - (ii) create derivative works based on, or combine or merge with or into any other software or documentation;
 - (iii) gain unauthorised access to, make unauthorised use of or make use of for any illegal purpose (or any other purpose that is not contemplated in the Agreement); or
 - (iv) remove, erase or tamper with any copyright or proprietary notice printed or stamped on, affixed to, or encoded or recorded on, any Exchange Materials.
- (b) Crypto.com is not, at any time, obliged to provide any adaptations, enhancements and/or modifications to the Exchange Materials, including any updates, patches, bug-fixes and/or upgrades to the Website or App or any new versions and/or releases of the Website or the App which incorporate new features or functions.

13.3 Third party actions

- (a) You acknowledge that we and/or other third parties may take legal action against you if you breach clauses 13.1 and 13.2 at any time, or if we or such third parties suspect that you have done so. You may also be

subject to other fines and penalties in any relevant jurisdiction. You undertake to notify us immediately if you become aware of any breach described in this clauses 13.1 and 13.2 or that any action described in clause 13.2 is being perpetrated or attempted by another person.

- (b) You may also be required by us to notify the relevant third parties of any breach by you of any of the Agreement. You also authorise us to do so on your behalf.

14 Ongoing requirements

14.1 Maintenance of eligibility

You must be able to demonstrate to our satisfaction that you are:

- (a) a resident of an Available Jurisdiction; and
- (b) not otherwise prohibited or restricted from accessing or using the Exchange,

on an ongoing basis.

14.2 Compliance

You must comply with:

- (a) the Agreement;
- (b) Applicable Law, including:
 - (i) AML/CTF Requirements; and
 - (ii) Financial Crime Regulations,

on an ongoing basis.

14.3 Self-reporting

You must:

- (a) contact us immediately; and
- (b) not access the Exchange,

if you have reason to believe that you do not meet the requirements set out in clauses 14.1 or 14.2.

15 Powers of Crypto.com

15.1 Power to revise the Agreement

Subject to clause 15.2, Crypto.com may revise the Agreement.

15.2 Notice

Crypto.com will provide 14 Business Days' notice prior to revising any material terms of the Agreement:

- (a) subject to clause 3.2(e) and any other applicable terms that may permit revisions to take immediate effect, or a shorter notice period; and
- (b) unless otherwise specified in the relevant notice.

15.3 Power regarding transfers and Exchange use

Without limitation to any other powers of Crypto.com described in the Agreement, we may:

- (a) withdraw or suspend your access use of the Exchange in accordance with the terms of these Exchange Terms and Conditions; or
- (b) restrict any transfers to or from your Account if:
 - (i) we have reason to believe that you have not complied with the Agreement;
 - (ii) any Applicable Law or internal policy requires us to do so; or
 - (iii) we have reason to believe that the transaction is related to any unlawful activities.

15.4 Power to cancel, reverse or modify Orders

- (a) Subject to clause 15.4(b), we may cancel, reverse or modify an Order submitted by you if we have reason to believe that:
 - (i) the Order contains errors on price, quantity, or other parameters;
 - (ii) you have not complied with the Agreement;
 - (iii) any Applicable Law or internal policy requires Crypto.com to do so; or
 - (iv) the Order has been executed based on an aberrant value.
- (b) Crypto.com must not otherwise cancel or modify any Order merely for its own convenience or for the convenience of any other person.

15.5 Power to protect market integrity in case of technical fault etc

- (a) If:
 - (i) technical issues or other circumstances prevent or degrade your ability to:
 - (A) submit or cancel Instructions; or
 - (B) use the Exchange; or
 - (ii) Crypto.com considers that intervention is necessary to maintain fair, efficient and orderly trading on the Exchange,

then Crypto.com may take any measure that it deems necessary to protect the integrity of the Exchange.
- (b) The measures that Crypto.com may take in accordance with clause 15.5(a)(i) include:
 - (i) disabling or restricting access to an Account;
 - (ii) restricting access via the Website and/or the App;
 - (iii) disallowing the submission of Orders;
 - (iv) restricting Order types or imposing conditions on Orders;

- (v) restricting your use of the Exchange;
- (vi) modifying the operation of the Order Matching Engine or the Trade Engine; or
- (vii) suspending or limiting trading on the Exchange.

15.6 Notification of exercise of power

- (a) Crypto.com must notify through the Website and/or the App if it exercises any of the powers set out in this clause 15, subject to Applicable Law, internal policies and confidentiality requirements.
- (b) Notwithstanding clause 15.6(a), where Crypto.com only exercises its powers in respect of one or more (but not all) persons, then it may notify the relevant persons directly, subject to Applicable Law, internal policies and confidentiality requirements.

16 Role of Crypto.com

16.1 Our role as agent or principal

- (a) By using the Exchange, you acknowledge that we may act as agent or principal in relation to any Order that you submit.
- (b) Where we act as principal in relation to an Order, this will be stated in the relevant quote and Confirmation in accordance with clauses 5 and 7.
- (c) We do not make any representations and warranties with respect to any assets that are involved in such transaction. This applies even if we undertake certain checks and/or other compliance procedures with respect to the Order. Such procedures are for our own benefit and you should not rely on them.

16.2 No obligation to notify market price movements

- (a) Unless otherwise required by Applicable Law, we are not required to keep you informed of any market price movements (or other risk movements) in relation to a Virtual Asset, even if these may harm your position in respect of that Virtual Asset.
- (b) Clause 16.2(a) does not apply to the general provision of information provided on the Exchange, or as is strictly necessary to deliver any services under this Agreement.

16.3 Conflicts of interest

- (a) You understand and agree that the nature of the trading activities as part of the Exchange may create conflicts of interest between your interests and those of other clients, counterparties or us. Some of these circumstances are described in other Parts of these Exchange Terms and Conditions and in other disclosures that we may make from time to time.
- (b) If we act in circumstance where we have a conflict of interest, we will take reasonable steps to ensure you are treated fairly. We may, in our absolute discretion, without giving any reason or notice and without incurring any liability of any nature to you, decline to transact with you or otherwise to act on your Instructions in such circumstances.

16.4 Services and activities of Crypto.com

- (a) Our activities in connection with the Exchange are non-exclusive. Subject to Applicable Law, we may transact with, and provide services to, such other persons as we, in our absolute discretion, deem fit and will be duly paid or compensated.
- (b) Unless required by Applicable Law, we are not liable or under any obligation:
 - (i) to account to you any benefit received by us for dealing with, or providing services to, others; or
 - (ii) disclose to you any fact or thing which may come to our notice in the course of dealing with, or providing services to, others or in the course of its business,in any other capacity or in any manner whatsoever.
- (c) We and other Crypto.com Group Members may take proprietary positions or undertake proprietary activities, including hedging transactions related to Orders submitted by you, which may affect the market price, rate or other market factors underlying an Order.

16.5 Use of third parties

- (a) You acknowledge and agree that we:
 - (i) may use third party service providers, such as exchanges, brokers and custodians, at our discretion in order to provide the Exchange from time to time;
 - (ii) may be unable to provide the Exchange if the services of appropriate third-party service providers are not available on commercially reasonable terms; and
 - (iii) are not liable for the acts, omissions or unavailability on reasonable commercial terms or any Losses sustained in connection with the use, of such third-party service providers, provided that we exercise reasonable care in their selection.
- (b) We agree to undertake appropriate due diligence before the appointment of any third-party service providers, as well as ongoing due diligence at regular intervals, in respect of the ongoing engagement of appointed third-party services providers. Such due diligence will be in accordance with our internal policies and procedures.

16.6 ACCOUNT PROTECTION PROGRAM

- (a) If we determine in our sole discretion that there has been an Unauthorised Transaction, we may provide relief to you ("**APP Relief**") subject to (i) the remainder of this Clause 16.6 (ii) Annex III and (iii) your continued adherence to these Terms.
- (b) You must satisfy all conditions imposed by Us under the Terms and as further clarified in the [FAQs](#), as may be updated from time to time, in order to be eligible for consideration for APP Relief.
- (c) To assess your eligibility for APP Relief, we may request for relevant information and documents from you or any other third party sources. By providing such information, you understand and give your consent to us and/or our respective representatives or agents to collect, use, store, transfer and/or disclose the information, to or with all such persons (including any Crypto.com Group Member or any third party service provider) for the purpose of enabling CRO DAX Limited to assess your eligibility for APP Relief.

- (d) We will at our sole discretion determine whether you should obtain relief and the quantum of such relief (up to the maximum amounts specified under Clause 16.6(f)). In accepting any APP relief, you also agree that (i) we reserve the right to set off any outstanding funds that you may owe us and (ii) waive any claims or rights you may have against us for the full value of the Unauthorised Transaction. We also reserve the right to rescind full or partial payments made pursuant to this APP, or to take any other actions against you if we subsequently determine that any information that you have provided was untrue, or that your conduct involved bad faith, dishonesty, or fraud.
 - (e) If we make a determination in your favour, we maintain any and all rights under these Terms which are consistent with that determination. Notwithstanding the rest of this Clause 16.6, you hereby agree that we shall not be deemed to have waived our rights under clauses 19, 20 and that all such Terms remain in full force and effect.
 - (f) If we determine that you should obtain relief under the APP, we may calculate your relief as follows, subject to the upper limit set out in this Clause 16.6 (f)(ii):
 - (i) In the case of an Unauthorised Transaction, we will give you the amount of the relevant Virtual Asset that is up to the amount that you lost.
 - (ii) The maximum recovery limit of the Virtual Assets is USD 250,000 calculated by reference to the USD price of those assets as of the date of the Unauthorised Transaction or the date that the APP Relief is disbursed, whichever is lower.
 - (g) You hereby agree and acknowledge that we maintain the full right and discretion to amend the terms of as well as suspend or terminate the APP without prior notice to you, including but not limited to an event where APP Relief becomes subject to any prohibitions or restrictions arising from Applicable Law.
 - (h) You hereby acknowledge and agree that our determination under Clause 16.6(d) is full and final, and shall not enliven any process of appeal or further contest. You furthermore undertake and represent that you waive all claims whatsoever against us and/or our affiliates upon accepting any full or partial relief under the APP, regardless of whether any future recoveries are made due to our efforts to recover relevant Eligible Virtual Assets.
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17 Prevention of Market Misconduct

17.1 Prohibition on Market Misconduct

You must not engage in Market Misconduct.

17.2 Prohibited Orders

You must not submit an Order:

- (a) that, if Executed, would constitute a Prohibited Transaction;
- (b) with a view to concealing or facilitating Market Misconduct by yourself or any other person; or
- (c) the primary purpose of which is to transfer Virtual Assets between Accounts without creating or reducing the open interest in a Trading Pair.

17.3 Reporting requirement

You must immediately contact Crypto.com if you know, or have reason to believe, that:

- (a) you have engaged in Market Misconduct;

- (b) another person (including Authorised Person) on the Exchange has engaged in Market Misconduct;
 - (c) any other person has engaged in Market Misconduct in respect of the Exchange or a Virtual Asset generally; or
 - (d) Market Misconduct is otherwise occurring on the Exchange.
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18 Information, representations and warranties

18.1 Information

- (a) If we ask, you must give us any information about, or documents in connection with, the Agreement or your financial affairs. All information or documents must be in the form we require and will be deemed certified by you to be true.
- (b) You must obtain the consent of persons named in the Agreement or other relevant document, and of any Authorised Person, to our collection, holding and use of their information. You agree that you will provide a copy of any privacy-related policy, statement, circular, notice or other terms and conditions made available by us to you from time to time to such persons. A copy of our current privacy notice is available on the App and Website.
- (c) You consent to us periodically checking your credit status with any credit bureau, credit reference agency or similar service provider in any relevant jurisdiction.
- (d) Without limiting any other provision of the Agreement, you acknowledge and agree that the information and documents contemplated by this clause 18.1 may be transferred to and processed and/or stored by us, any Crypto.com Group Member and/or any other persons engaged by us. Such information and documents may be released or disclosed in accordance with the local laws or practice of the jurisdiction to which the data is transferred.
- (e) We agree to notify you of any material change to our name, principal address, licensing status, or the Exchange from time to time.
- (f) We will notify you in advance of any changes to our rules, procedures or policies that, in our discretion, are applicable to you for using the Exchange.
- (g) You agree to immediately notify Crypto.com of any material misconduct, including misconduct of any Authorised Person, that may give rise to an Event of Default, or otherwise directly or indirectly affect Crypto.com's rights, this Agreement or the operation of the Exchange.

18.2 Representations and warranties

By making an Application, you represent and warrant that:

- (a) if you are an individual, you are at least 18 years of age and resident in an Available Jurisdiction;
- (b) if you are a corporation or other legal person, you are duly incorporated and/or organised under the laws of an Available Jurisdiction;
- (c) the information and documents you provided are true and accurate and up-to-date and shall remain true and accurate and up-to-date throughout the term of the Agreement;
- (d) you have appropriate knowledge and experience of blockchain technology, cryptography and smart contracts and the Virtual Assets applicable to each Order and related features and risks;
- (e) you understand the nature and assume risks of the subject matter of the Agreement;
- (f) you are capable of assuming, and do assume, all risks associated with the Agreement and any Order, including those risks described in Annex I of these Exchange Terms and Conditions;
- (g) in respect of the Exchange and each Order, you:
 - (i) have received, read and understand all relevant documents that make up the Agreement;
 - (ii) have adequate information in relation to your decision to use the Exchange and submit the Order; and
 - (iii) have made your own independent decision to use the Exchange and submit the Order and that the Exchange and each Order are appropriate and proper for you based on your own judgment and on advice from independent advisers you have considered necessary;
- (h) you enter into the Agreement and submit each Order as principal and are not acting as an agent for any other person, as trustee of any trust or on behalf, or for the benefit, of any other person. Without limiting the generality of this sub-paragraph, no Authorised Person has any interest in your Account or any Order;
- (i) you have full legal capacity, power and all necessary authorisations to own your assets and carry on any business it conducts, to enter into the Agreement and submit each Order and to comply with its obligations and exercise its rights under them;
- (j) you have obtained all necessary authorisations and consents, and taken all necessary corporate actions (as applicable) to make all payments and deliveries contemplated by the Agreement;
- (k) your obligations under the Agreement are valid, binding and enforceable and it will not be in breach of any Applicable Law, authorisation, document or agreement by entering into or complying with obligations or exercising rights under the Agreement or any Order;
- (l) you, any Authorised Person, any person who controls you and any person for whom you act, as applicable, is not a Proscribed Person;
- (m) if you are a corporation or other legal person, the person that enters into the Agreement on your behalf is, and any person representing you in relation to any Order is and will be, duly authorised to do so;

- (n) all the information given, and representations made, by you (or on your behalf) are correct, complete and not misleading;
- (o) since the date of any information you have given us, there has been no change in that information or your financial circumstances that may have a material adverse effect on your ability to meet any of your obligations to us;
- (p) any device that you or any of your Authorised Persons uses, including your Enabled Device, is not Jailbroken and otherwise meets the device requirements as described in the Exchange FAQs;
- (q) you have not withheld any information that might have caused us not to enter into the Agreement or not allow your Order to be submitted (including information about the assets you own and any Encumbrance over them);
- (r) neither you, nor any assets you own, have immunity from the jurisdiction of a court or from legal process in any place;
- (s) you are not relying on any communication from us as advice (whether written or oral) from us, and we are not an advisor to you, in connection with the Agreement or any Order;
- (t) you understand the nature and assume risks of the subject matter of the Agreement and will seek independent advice where necessary. You also have sources of information other than those provided by us and our representatives that you use in evaluating Virtual Assets;
- (u) at any time that you deliver, or procure the delivery of, Virtual Assets to us in connection with an Order or otherwise, you have the absolute right to sell, assign, convey, transfer and deliver such Virtual Asset, and are deemed to confirm that it is fully paid and free of any Encumbrance;
- (v) no action, suit or proceeding at law or in equity before any court, tribunal, Government Agency or any arbitrator that is likely to affect the legality, validity or enforceability against you or the Agreement or your ability to perform your obligations under the Agreement is pending or, to your knowledge, threatened against you;
- (w) you are responsible for your own Tax affairs, and you have not committed or been convicted of any Tax or other criminal offence;
- (x) no Event of Default has occurred, nor has any event occurred which may, with the giving of notice or lapse of time or fulfilment of any condition, become an Event of Default; and
- (y) you understand that all transactions on the Exchange are between Virtual Assets, and do not involve Fiat Currencies.

18.3 Repetition of representations and warranties

You repeat the representations and warranties set out in clause 18.2 every time you:

- (a) submit an Order;
- (b) give an Instruction; or
- (c) otherwise operate your Account or use the Exchange.

18.4 Notification

You must immediately notify us if:

- (a) an Event of Default occurs; or
- (b) you have reason to believe that you cannot truthfully make or repeat the representations and warranties set out in this clause 18.

19 Indemnities

19.1 Your indemnity

You indemnify us and each other Crypto.com Group Member and each of the forementioned's respective directors, officers, employees and agents (each, an **"indemnified party"**) against, and must pay the indemnified party on demand for, any Loss the indemnified party reasonably incur in connection with the Agreement, your breach of any of the terms of the Agreement, your use of the Exchange and/or App, and any Order by you, including:

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

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

19.2 Interest

You agree to pay interest on any amounts in respect of which you are required to indemnify any person under clause 19.1 or otherwise under the Agreement from the date of demand until the date of receipt by that person in full of such amounts and the interest (after as well as before judgment), at the rate of interest described in clause 22.2.

19.3 Further steps

If we ask, you must:

- (a) appear and defend at your own cost any action which may be brought against us in connection with the Agreement; and
- (b) sign any document we reasonably require to give further effect to this clause 19.

19.4 Application of indemnity

You agree that the provisions of this clause 19:

- (a) continue in full force and effect in relation to Instructions received before we give notice to you that we will not accept further Instructions; and
- (b) are unconditional, irrevocable and survive termination of all dealings between us and you and are not impaired by any act, omission, matter or thing that might discharge or impair the indemnity but for this clause.

20 Our liability

20.1 Exclusion and limitation of liability

Unless any Applicable Law prohibits us from excluding or limiting our liability or where the Loss is directly caused by our own gross negligence, fraud or wilful misconduct, we are not liable for any Loss incurred in connection with the Agreement, including in connection with:

- (a) the general risks of investing or entering into any Order or using the Exchange, including those described in Annex I;
- (b) the provision or unavailability of any Virtual Asset, Account, the Exchange, the Website or the App;
- (c) investing or holding assets in a particular jurisdiction (including Losses arising from nationalisation, expropriation or other governmental action, financial services regulations, currency or asset restrictions, devaluations or fluctuations, and market conditions affecting the orderly execution of transactions or affecting the value of assets);
- (d) the collection, deposit or credit of invalid, fraudulent or forged Virtual Assets transfers;
- (e) effecting delivery or payment against an expectation of receipt, save where such delivery or payment is contrary to local market practice;
- (f) an instruction to deliver Virtual Assets to an exchange, broker, custodian or other third party, even if we might have information tending to show that this course of action, or the choice of a particular exchange, broker, custodian or other third party for a transaction, is unwise;

- (g) any information that we provide on Virtual Assets, market trends or otherwise, even if such information is provided at your request;
- (h) subject to clause 16.5, any act or omission of any exchange, broker, custodian or any other third party, whether or not appointed by us. We are not obliged to request such exchange, broker, custodian or any third party to comply with its obligations;
- (i) the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy or a delay or error in making payments or deliveries under the Agreement;
- (j) you or an Authorised Person's Instructions, any unauthorised Instructions or our refusal to act on any Instruction;
- (k) any Force Majeure Event;
- (l) a Network Event not reasonably within our control;
- (m) an Event of Default;
- (n) termination of any of the Agreement; or
- (o) any return or purported return of Virtual Assets in accordance with clause 23.9,

and this disclaimer applies where the Loss arises for any reason and even if the Loss was reasonably foreseeable or we had been advised of the possibility of the Loss.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND WITHOUT PREJUDICING THE FOREGOING, IN NO EVENT SHALL CRYPTO.COM AND CRYPTO.COM GROUP MEMBER, THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESS OR FINANCIAL BENEFIT) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES PROVIDED HEREUNDER, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF CRYPTO.COM OR CRYPTO.COM GROUP MEMBER, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF CRYPTO.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF CRYPTO.COM OR CRYPTO.COM GROUP MEMBER'S, GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE LIABILITY OF CRYPTO.COM OR CRYPTO.COM GROUP MEMBER, AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF OR IN CONNECTION THE SERVICES PROVIDED HEREUNDER, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF CRYPTO.COM, CRYPTO.COM GROUP MEMBER, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY,

EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO CRYPTO.COM UNDER THE AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

20.2 Responsibility for decisions

- (a) All decisions on whether to invest in, hold or dispose of any Virtual Assets or to enter into any Order are yours. We are not responsible for any decision made by you:
 - (i) to enter into the Agreement or submit any Order, or to use any of the Exchange; or
 - (ii) about any features or risks of any Virtual Asset, or any fees or Costs payable in connection with it.
- (b) While some of our employees and agents may be authorised to give you certain types of information about Virtual Assets or other products or services neither our employees nor its agents have any authority to make representations about anything in connection the Agreement.
- (c) Subject to any Applicable Law, we are not liable for any Loss if its employees or agents act without authority. However, if you consider that any representation has been made to you that is not set out in the Agreement, you must give us details in writing so that we can clarify it.

20.3 Hyperlinked sites

- (a) We are not responsible for, do not endorse, and make no representation or warranty in connection with, any hyperlinked internet sites through an Agreed Communication Method or other internet sites to which you may be referred. We are not responsible for any Loss incurred in connection with those sites.
- (b) Such internet sites may contain information that has not been devised, verified or tested by us or our officers, employees or agents. We do not endorse the accuracy or completeness of such information, nor do we guarantee that such information, or the provision of any hyperlinks to you, do not infringe third party rights.

20.4 Circumstances beyond our control

We are not liable for any Loss incurred in connection with our inability or delay in receiving or executing Instructions or unavailability of funds or any Virtual Asset due to a Force Majeure Event or any circumstances beyond our reasonable control. If a Force Majeure Event occurs or any circumstances beyond our reasonable control occur, we may take any action we consider appropriate in connection with the Agreement.

21 Network events

21.1 Infrastructure Participant, Network Participant and Network Event

If:

- (a) any Infrastructure Participant or Network Participant gives a direction, or makes a decision or election, that affects an Executed Order; or
- (b) any Infrastructure Participant or Network Participant becomes Insolvent or is suspended from operating; or
- (c) a Network Event has occurred,

then we may take any action which we, in our sole discretion, consider appropriate to correspond with the direction, decision, election or event (including a Network Event), or to mitigate any loss incurred or potential loss or impact which may be incurred as a result of such action or event. Any such action may result in suspension of access to, or adjustment of the balance in, your Account. Subject to Applicable Law, any such action will be binding on you (including, where relevant, making any decision or election in relation to a Network Event).

21.2 Cooperation and enquiries

Where any Infrastructure Participant, Network Participant or any regulatory body makes an enquiry which relates to the Exchange, your Account or an Order, you agree to co-operate with us and that any information relevant to the enquiry may be passed to any Crypto.com Group Member, or any Infrastructure Participant, Network Participant or regulatory body, as may be appropriate.

21.3 Staking

Unless specifically announced through an Agreed Communication Method in relation to a Virtual Asset and subject to the terms therein, we do not support the staking of such Virtual Asset on your behalf and do not distribute any rewards associated with such staking. However, we may stake such Virtual Assets and claim rewards for our own benefit.

21.4 Network event

On each occasion of a Network Event, we in our sole and absolute discretion may determine:

- (a) in the event of a Fork, which branch of the Fork is recognised and supported, if any, and where necessary to take any action or make any election required to implement such recognition and support of that Fork;
- (b) in the event of an Airdrop, whether to credit any Virtual Assets received by us to the Account or participate in an Airdrop, and upon what terms to do so, such decision regarding the Airdropped Virtual Assets remains with us at all times. We will not be liable to you for failure to credit any Virtual Asset to you or participate in any Airdrop. If we do not support an Airdrop, we will not claim such Airdrop for our own benefit (unless it is unavoidable or impractical to avoid based on the means of distribution);
- (c) in the event of a Network Event which results in loss of ownership or control of Virtual Assets, how such loss is apportioned; and
- (d) whether to halt transactions in a specific Virtual Asset (or generally) or any other activities for any period of time, which period of time may also be extended in our sole and absolute discretion.

Upon becoming aware of a Network Event, we will notify you through an Agreed Communication Method, as soon as practicable. We will also publish our decision in handling the relevant Virtual Assets in the event of a Network Event at least one Business Day before the occurrence of the Network Event, unless to do so is impossible or reasonably impracticable.

22 Fees and Costs

22.1 Payment of fees and Costs

You must pay the fees, charges, commissions and Costs specified by us on the "Fees page" on the Website, through another Agreed Communication Method, or as otherwise notified by us in writing as applying to the Exchange from time to time.

22.2 Overdue payments

From the time any amount under the Agreement is overdue for payment until it is paid, you agree to pay interest at our prevailing default interest rate on the overdue amount when we ask. This rate is revised by us periodically and is available from us on request.

22.3 Calculation

Any interest payable under the Agreement accrues and is calculated in accordance with our usual practice. If default interest is charged under clause 22.2, we may add to the outstanding amount any interest under this clause which has not been paid. You are then liable for interest under this clause on the total amount.

22.4 No refund

Unless otherwise specified in the Agreement, you are not entitled to any refund of any Costs, fees or interest you have paid, or subsidy you have received, including where you cancel an Order, or all or any of the Agreement ends.

22.5 Costs on cancellation

If all or any of the Agreement ends or you cancel an Order, we may require you to pay interest, fees and Costs incurred in connection with the Agreement or Order.

22.6 Benefits with Staking

If you stake Crypto.org Coin (as referenced in paragraph 3.2 of Annex I) in the Exchange, you may enjoy the following benefits:

- (a) discount in fees and Costs, details of such discount is specified by us on the Fees page on the Website and App;
- (b) receive interest in Crypto.org Coin, details of which are specified on the FAQ page on the Website; and
- (c) any other benefits as may be notified by us in writing via any Agreed Communication Method from time to time.

23 Termination, suspension and enforcement

23.1 Termination by either party

Either you or we may terminate any part of the Agreement, or the Agreement as a whole, by giving the other party at least seven days' notice in writing.

23.2 Termination by us

In addition to our rights in clause 23.1, we may terminate any (or all) of the Agreement immediately by notice to you, if:

- (a) you provide incorrect, incomplete or misleading information or make a representation or warranty that is incorrect or misleading;
- (b) you breach any payment or delivery obligation or other term of the Agreement, any other agreement with us, or any term of any arrangement you have with another financial institution, or another financial institution has suspended or terminated your use of any financial services;
- (c) you become Insolvent or any of your assets are subject to Insolvency proceedings;

- (d) you act fraudulently or dishonestly;
- (e) you disaffirm, disclaim, repudiate or reject, in whole or in part, the Agreement, any Confirmation or any Executed Order (or such action is taken by an Authorised Person on your behalf);
- (f) any Authorised Person or other person asserts any interest in, or right to control, your Account by virtue of you having provided access to your Account or otherwise;
- (g) performance of any obligation by either you or we under the Agreement breaches, or is likely to breach, any Applicable Law (including AML/CTF Requirements, Financial Crime Regulations or market abuse requirements) or is otherwise contrary to any policy we apply as a result of an order or sanction issued by any Government Agency;
- (h) anything occurs which, in our opinion, is likely to have a material adverse effect on your ability or willingness to comply with your obligations under the Agreement;
- (i) performance of any obligation by either you or we under the Agreement breaches, or is likely to breach, any Applicable Law or is otherwise contrary to any policy we apply as a result of an order or sanction issued by any Government Agency;
- (j) we are required by Applicable Law to do so;
- (k) any of your Virtual Assets are subject to enforcement of a judgment or are expropriated, compulsorily acquired or resumed on any basis;
- (l) you are convicted of a Tax or other crime in any jurisdiction;
- (m) we, in our discretion, consider that your Account is being operated or the Exchange are otherwise being used in an irregular or improper manner;
- (n) you fail to provide any information requested under the Agreement, or where required to do so in compliance with any Applicable Law or the requirement of any contract;
- (o) any other event of default (however described) under any other agreement between you and any Crypto.com Group Member occurs; or
- (p) your Account has been inactive for three years.

Our rights under this clause 23.2 do not affect any other right under the Agreement and are subject to the giving of any notice, demand or lapse of time which is required by Applicable Law and cannot be excluded.

23.3 Additional rights to terminate

Other terms of our Agreement that are applicable to a particular service may specify additional circumstances in which you or we may end the Agreement. These apply in addition to the rights set out in clause 23.1 and 23.2.

23.4 The Agreement

After the Agreement ends, you must:

- (a) not use the Exchange and/or operate any Account that is the subject of the termination, or any benefits in connection with the Exchange;

- (b) immediately make all payments and deliveries required in connection with the Agreement, your Account, the Exchange and any relevant Executed Orders; and
- (c) do any other thing which the Agreement requires to be done when your right to use the Exchange and operate your Account ends.

23.5 No effect on rights and liabilities

- (a) Subject to clause 23.9, the termination of all (or any) of the Agreement does not affect any of the rights and obligations of either of us that arose before termination. You are not entitled to any refund of any fee or amount paid or subsidy received in connection with the Agreement or any Executed Order.
- (b) All provisions in the Agreement in connection with payments, clawbacks, indemnities, limitation of liability, disclosure of information, set-off, asset conversion, Tax, and the provisions in clauses 23.9 and 24 survive termination of the Agreement.

23.6 Review of entitlements

After all (or any) of the Agreement ends, we may review and withdraw any promotional or preferential arrangement that applies to you.

23.7 Enforcement action

We may take any action we consider appropriate to enforce the Agreement, including employing any third-party agent to collect any amount owing, taking steps to enforce its rights against your assets, such as attaching any amount owing to those assets, and commencing legal proceedings.

23.8 Suspension

We may suspend our engagement in any or all of the activities contemplated by the Agreement at any time, including the Exchange generally, for any reason (even if no Event of Default has occurred and is continuing), with effect from such time and for such duration as we may determine. If we do so, we will notify you as soon as practicable, to the extent permitted by Applicable Law.

23.9 Payments and handling of Virtual Assets upon termination

- (a) Upon termination of this Agreement, we may return any Virtual Assets recorded in your Account to a designated external address to you in accordance with clause 7.11.
- (b) If we are unable to return any Virtual Assets to you pursuant to clause 23.9(a), we will take reasonable steps, as determined in our sole discretion in the circumstances, to contact you and return the Virtual Assets in the form and manner we deem appropriate.
- (c) If we are unable to contact you or return the Virtual Assets pursuant to clause 23.9(b), we may deal with the relevant amount of Virtual Assets (less applicable Costs) as we consider appropriate, as determined in our sole discretion. This includes transferring the Virtual Assets to a third party. You will not have any further rights to such amounts. Without limiting any of the foregoing, we are not obliged to hold any such Virtual Assets for you.

24 General terms

24.1 Hardware, Trading Tools and other materials

- (a) You are solely responsible for installing and maintaining any applicable hardware and Trading Tools for using your Account and the Exchange.
- (b) You are required to comply with all systemic requirements imposed in relation to your Account and the Exchange, including installing and updating any applicable security procedures.

24.2 Prompt performance

If the Agreement specifies when you must perform an obligation, you must perform it by the time specified. You must perform all other obligations promptly. Time is of the essence in respect of your obligations to deliver or pay any Virtual Asset.

24.3 Waiver and variation

- (a) A provision of the Agreement, or right created under it, may not be waived except in writing signed by the party or parties to be bound and is only effective for the purpose for which it is given.
- (b) You acknowledge that various features of the activities contemplated by the Agreement may be changed at any time, including applicable Costs, subject to Applicable Law.

24.4 Exercise of rights

- (a) Unless expressly stated otherwise in the Agreement, we may exercise a right or remedy, give or refuse our consent or approval, and/or make any other determination or decision, in connection with the Agreement in any way we consider appropriate in our absolute discretion, including by imposing conditions. We need not provide reasons for any decision we make.
- (b) Except for a waiver or variation in accordance with clause 24.3, nothing we do suspends, varies or prevents us from exercising our rights under the Agreement. If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.
- (c) We are not liable for any Loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.
- (d) Our rights and remedies under the Agreement:
 - (i) are in addition to other rights and remedies given by Applicable Law independently of the Agreement;
 - (ii) do not merge with and are not adversely affected by any other agreement and may be executed independently or together with any rights or remedies including under any other agreement; and
 - (iii) are not affected by any payment, settlement or anything which might otherwise affect them at law including the variation of the Agreement or the Insolvency of any person.

24.5 Approvals and consents

By giving its approval or consent, we do not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

24.6 Complying with a court order

If we are served with a court order, we act in accordance with the court order and you must not commence proceedings against us in relation to our actions under the court order.

24.7 Consents

We may give, or withhold, any consent or approval in connection with the Agreement upon such terms as we consider appropriate.

24.8 Indemnities

The indemnities in the Agreement are continuing obligations, independent of your other obligations under it. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity in connection with the Agreement.

24.9 Third party services

- (a) Without limiting clauses 16.5 and 24.10, but subject to Applicable Law, we may:
 - (i) employ independent contractors and agents (including correspondents) or utilise the services of any Crypto.com Group Member or other third party to make certain functions or information available to you and/or otherwise to effect the Exchange, on terms we consider appropriate; and
 - (ii) change any service provider at any time without prior notice.
- (b) In addition to the Agreement, your use of the Exchange may be subject to the terms and conditions imposed by relevant third parties from time to time, as notified to you.

24.10 Assignment and other dealings

- (a) You may not assign, transfer or otherwise deal with your rights or obligations under the Agreement to anyone without our prior written consent.
- (b) We may assign, transfer or otherwise deal with our rights and obligations as we see fit and need not obtain your prior written consent, nor notify you. To the extent that any consent is required under Applicable Law to effect a relevant dealing, you agree that this clause 24.10(b) is deemed to serve that purpose.

24.11 Compliance with Law

Nothing in the Agreement requires us to do or not do anything if it would or might in our reasonable opinion constitute a breach of our policy or any Applicable Law or requirement of any Government Agency.

24.12 Inconsistent laws and severability

To the extent permitted by Applicable Law:

- (a) you waive all rights conferred by Applicable Law which are inconsistent with the Agreement; and

- (b) the Agreement otherwise prevails to the extent it is inconsistent with any Applicable Law.
- (c) However, if and to the extent that an Applicable Law is inconsistent with the Agreement in a way that would otherwise have the effect of making a provision of the Agreement illegal, void or unenforceable, or contravene a requirement of Applicable Law or impose an obligation or liability which is prohibited by that law, then the Applicable Law overrides the Agreement to the extent of the inconsistency, and the Agreement is to be read as if that provision were varied to the extent necessary to comply with that Applicable Law and avoid that effect (or, if necessary, omitted).

24.13 Third party rights

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

- (a) a Crypto.com Group Member and any other an indemnified party (as defined in clause 19.1) may enforce its rights or benefits in the Agreement, including any indemnity, limitation or exclusion of liability; and
- (b) a person who is a permitted successor or assignee of our rights or benefits of the Agreement may enforce those rights or benefits.

No consent from the persons referred to in this clause 24.13 is required for the parties to vary or rescind the Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).

24.14 Reports

Any report we obtain is for our use only. Even if we provide a copy of the report to you, you cannot rely on it. You cannot sue us, the valuer or consultant if the report is wrong.

24.15 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, the Agreement or any part of it.

24.16 Supervening legislation

Any present or future legislation which operates to vary the obligations of a party in connection with the Agreement with the result that another party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by Applicable Law.

24.17 Confidentiality

Each party agrees not to disclose information provided by any other party that is not publicly available except:

- (a) to any person in connection with an exercise of rights or a dealing with rights or obligations under the Agreement;
- (b) to officers, employees, legal and other advisers and auditors of any party;
- (c) to any party to the Agreement or any related companies of any party to the Agreement, provided the recipient agrees to act consistently with this clause 24.17;

- (d) with the consent of the party who provided the information (such consent not to be unreasonably withheld);
- (e) publishing relevant Orders and other Instructions on a non-attributed basis on the Exchange;
- (f) any disclosure the disclosing party reasonably believes is required by any Applicable Law or Government Agency; or
- (g) otherwise in accordance with the Agreement.

Each party consents to disclosures made in accordance with this clause 24.17.

24.18 Anti-money laundering and sanctions

- (a) Notwithstanding any other provision of the Agreement to the contrary, we are not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any AML/CTF Requirements.
- (b) You must provide to us upon request all information and documents that are within your possession, custody or control reasonably required by us from time to time, and as necessary in order for us to comply with any applicable AML/CTF Requirements.
- (c) You agree that we may disclose any information concerning you to any Government Agency, law enforcement entity, regulatory agency or court (in any jurisdiction) where required by any Applicable Law.
- (d) You agree to exercise your rights and perform your obligations under the Agreement in accordance with all applicable AML/CTF Requirements.
- (e) You agree to provide evidence of due authority and specimen signatures for each Authorised Person.
- (f) You agree that we may take a sufficient time to consider, verify or block an Order, if you or any other person or entity in connection with the Order becomes a sanctioned person or entity, or upon the occurrence of a match on our sanction filters.

24.19 Complaints

If you have any feedback, questions or complaints, please contact us via email at contact@crypto.com. Whilst we strive to respond to you as soon as possible, for more complicated issues, it may take us up to 45 days to resolve and get back to you. You accept and agree that we shall not be responsible for any loss and damage incurred during such period.

25 Statements and records

25.1 Transaction records

You may access your transaction history and records in your Account. You are responsible for checking Account statements for errors.

25.2 Reporting mistakes

You must report any mistaken or unauthorised Orders, Executed or otherwise, to us as soon as possible. Unless otherwise stated, if you do not report such Orders to us within three days of the date of the Order, we are entitled to treat the Order as correct.

25.3 Reversals

We may cancel, reverse or debit any Virtual Asset transfer we make under the Agreement (including any interest paid) and make any corresponding adjustments to an Account:

- (a) to correct a mistake;
- (b) if we have not received cleared and unconditional Virtual Assets in full and promptly; or
- (c) if we have reasonable grounds for doing so.

26 Notices and communications

26.1 Notices and electronic delivery

- (a) You authorise us to deliver all communications, agreements, documents, notices, disclosures and Confirmations to you by an Agreed Communication Method, or through any other electronic means as we deem fit.
- (b) It is your responsibility to ensure that the details of your Agreed Communication Method are correct and the Agreed Communication Method is operational and available for receipt of all communications and to notify us of any changes to the details of your Agreed Communication Method as soon as practicable after the change is made.
- (c) In some cases, our communications may only be posted on the Website or App.

26.2 Delivery

- (a) Communications take effect from the time they are received or taken to be received under clause 26.2(b) (whichever happens first) unless a later time is specified in the communication.
- (b) Communications are taken to be received:
 - (i) if sent by email:

when we receive an automated message confirming delivery; or

4 hours after the time sent (as recorded on the device from which we sent the email) unless we receive a delivery failure receipt;
 - (ii) if delivered via other electronic means, 24 hours after we send it; and
 - (iii) if posted on the Website or App, at the time of posting.
- (c) Your notices and communications are effective when we actually receive them in legible form. If that occurs after 5:00pm in the place of receipt or on a non-Business Day, the relevant notice or communication is taken to be received at 9.00am in that place on the next Business Day and takes effect from that time unless a later time is specified.

26.3 Digital signatures

Instructions and communications digitally signed and supported by a digital certificate have the same validity, admissibility and enforceability as if signed in

writing. Any notice or communication that is digitally signed must comply with any Applicable Law.

26.4 Electronic contracts

You acknowledge and agree that you are satisfied that electronically executed contracts are enforceable despite the legal risks associated with them. You agree not to dispute the contents of any notice or communication sent by us using electronic equipment.

26.5 Client constitutes more than one person

If an Account is established for more than one person in accordance with the Agreement, notices and communications (including notices of any variation to the Agreement and any statements (including any consolidated statements)) sent to the email notified to us as the email for receipt of notices and other communications in connection with the Agreement are taken to be given to all persons.

26.6 Recording of communications

Subject to any Applicable Law, you agree that we may, without further disclosure to, or consent from, you:

- (a) record and monitor our correspondence with you or an Authorised Person (and you confirm you are authorised to provide consent on behalf of the Authorised Person);
- (b) use the recorded conversations, transcripts, messages or other records of correspondence for its internal compliance purposes, in any dispute in connection with the Agreement and in any other manner not prohibited by Applicable Law; and
- (c) disclose such conversations, transcripts, messages or other records of correspondence to any applicable regulatory authority, enforcement body or agency, including tax authorities or as otherwise required by Applicable Law.

26.7 Records

- (a) All records shown on or provided in connection with the Accounts or services are for your information only. These records are not binding on us or any other person.
- (b) Notwithstanding anything to the contrary contained in the Agreement, in any record should there be any inconsistency between:
 - (i) the information (including any document but not any advice) available on or via the Website or App, the internet or other electronic medium; and
 - (ii) the information in our records,the information in our records will prevail unless there is a manifest error.
- (c) We may issue a further record if any previous one contained any errors or omissions, in which case that further record will supersede any previous one in all respects (unless it states otherwise).

26.8 Governing law

- (a) Unless otherwise specified, the Agreement is governed by the law in force in Hong Kong.
 - (i) Notwithstanding, if you are a Canadian resident, the Agreement is governed by the laws of Canada.

- (b) To the extent permitted by Applicable Law, the Agreement prevails to the extent that it is inconsistent with Applicable Law. Any present or future law which operates to vary the obligations of Crypto.com in connection with the Agreement with the result that Crypto.com's rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by Applicable Law.

26.9 Submission to arbitration

- (a) Unless otherwise specified, any dispute, controversy, difference or claim arising out of or relating to the Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to the Agreement will be referred to and finally resolved by arbitration administered by HKIAC under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.
- (b) You and we agree that:
 - (i) the law of this clause is Hong Kong law;
 - (ii) the seat of arbitration will be Hong Kong;
 - (iii) unless you and we agree otherwise, the number of arbitrators will be 1 and that arbitrator must have relevant legal and technological expertise;
 - (iv) if you and we do not agree on the arbitrator to be appointed within 15 Business Days of the dispute proceeding to arbitration, the arbitrator is to be appointed by HKIAC; and
 - (v) the arbitration proceedings will be conducted in English.
- (c) Notwithstanding any other provision of the Agreement, you agree that we have the right to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
- (d) Notwithstanding anything contained in this section, if you are a resident of Canada, any dispute, controversy or claim arising out of, in connection with, or relating to this Agreement, including, but not limited to the formation, execution, validity, application, interpretation, performance, breach, termination or enforcement, of this Agreement shall be submitted to final and binding arbitration. The arbitration shall be conducted under the arbitration laws of the Province of British Columbia and pursuant to the ADR 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. The place of the arbitration will be British Columbia. The language of the arbitration will be English, except when prohibited by Applicable Law. The law of the arbitration will be the laws of the province or territory in Canada where you live or where most recently lived and the laws of Canada. 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 party may have recognised and enforced any interim awards, partial final awards and awards rendered by the arbitrators in any court having jurisdiction.

26.10 Serving documents

Without preventing any other method of service, any document in an action may be served on:

- (a) us by being delivered or left at the address details stated on the front

page of these Exchange Terms and Conditions; and

(b) you by being delivered at the address last notified to us.

Annex I Risk disclosure statement

IMPORTANT

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

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

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

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

1 Transaction and Exchange risks

1.1 Risks of Virtual Asset trading

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

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

1.2 Nature of Virtual Assets

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

Virtual Assets are generally a high-risk asset class. They may or may not be Securities. You should exercise caution in relation to the trading of Virtual Assets, and Virtual Assets themselves.

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

1.3 Reliance on distributed ledger technology

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

1.4 Virtual Assets may be complex products

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

1.5 Volatility of Virtual Assets

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

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

1.6 Market, liquidity and conversion risk

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

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

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

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

You may also suffer loss as a result of depreciation of the value of the Virtual Asset paid as a result of controls imposed by a Government Agency. Repayment or payment of amounts due to you may be delayed or prevented by exchange controls or other actions imposed by governmental or regulatory bodies over Virtual Asset that they control or regulate.

1.7 Not a deposit

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

1.8 Risks associated with statutory protection schemes

You should be aware that in comparison to other assets, including Fiat Currencies and trading:

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

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

1.9 Commissions and fees

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

1.10 Risks of assets subject to other overseas laws

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

1.11 Risks relating to Authorised Persons

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

1.12 Suspension of the Exchange and Network Events

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

2 Cybersecurity and technology-related risks

2.1 Loss of private key is permanent and irreversible

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

Losing control of your private key will permanently and irreversibly deny you access to your Virtual Assets. Neither we nor any other person will be able to retrieve or protect your Virtual Asset. Once lost, you will not be able to transfer

your Virtual Asset to any other address or wallet. You will not be able to realise any value or utility that the Virtual Asset may hold now or in future.

2.2 Transactions irreversible

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

2.3 Forks and attacks

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

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

2.4 Cyber-attacks and fraudulent activity

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

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

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

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

A limited amount of your Virtual Assets may be stored in hot wallets (ie online environments which provide an interface with the internet), which can be prone to

hacking or cyber-attacks. Cyber-attacks resulting in the hacking of virtual asset trading platforms and thefts of virtual assets are common. Victims may have difficulty recovering losses from hackers or trading platforms. This could result in significant loss and/or other impacts that may materially affect your interests.

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

2.5 Targeting by malicious persons

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

You alone are responsible for protecting yourself against such actions.

2.6 Cryptographic advancements

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

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

2.7 Reliance on the internet and other technologies

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

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

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

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

2.8 Risks relating to timing

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

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

2.9 Unauthorised access

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

2.10 Exchange materials may not be up to date

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

2.11 Use of Jailbroken devices

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

3 General risk statements

3.1 Jurisdiction-related risks

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

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

3.2 Product-related risks

Crypto.com Group Members may have issued certain Virtual Assets, whereas other Virtual Assets are issued by third parties.

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

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

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

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

3.3 Tax treatment and accounting

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

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

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

3.4 Inflation Risk

Virtual Assets may, either because of the inherent design of the Virtual Asset or through Network Events, not be a fixed supply of assets. Where additional Virtual Assets are created, the asset's price may decline due to inflationary effects of adding additional Virtual Assets to the total assets available.

3.5 Concentration risk

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

3.6 Country risks

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

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

3.7 Regulatory uncertainty

All Virtual Asset are potentially exposed to legal and regulatory risks. The legal and regulatory treatment of some of the Virtual Assets may change. Regulation of Virtual Assets is unsettled and rapidly changing. Legal and regulatory

treatment varies according to the jurisdiction. The effect of regulatory and legal risk is that any Virtual Asset may decrease in value or lose all of its value due to legal or regulatory change. This may affect the value or potential profit of a Virtual Asset Order.

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

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

3.8 Conflicts of interest

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

3.9 Authorised Persons

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

Annex II Sub-Account Terms and Conditions

THIS IS AN IMPORTANT DOCUMENT.

PLEASE READ IT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.

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

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

1 Introduction

1.1 About this Addendum

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

1.2 Additional definitions

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

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

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

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

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

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

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

2 Priority and references to Accounts

2.1 Priority

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

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

2.2 References to “Account”

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

3 Sub-Accounts

3.1 Application

- (a) Crypto.com may make Sub-Accounts available to you:
 - (i) in accordance with the Agreement; and
 - (ii) at our discretion, and only if:
 - (A) we have approved your Application and granted you a Master Account;
 - (B) you have given us a separate application to create a Sub-Account and any other document, information or consent that we require;
 - (C) we have obtained any other information about you that we consider necessary; and
 - (D) an Event of Default has not occurred and is, in Crypto.com’s view, not likely to occur; and
 - (iii) subject to any further conditions relating to Sub-Accounts specified in the Sub-Account FAQs.
- (b) Different eligibility criteria may apply between applicants. We may refuse your Application for any reason. Unless required by Applicable Law, we do not need to give reasons for refusing or accepting an Application.
- (c) If you are a resident of a particular Available Jurisdiction, or have a relevant connection to a particular jurisdiction, additional terms and conditions may apply as notified by us at any time.
- (d) A reference to “terms and conditions” in forms, statements, brochures and other documents we provide is a reference to the relevant terms contained in the Agreement.

4 Establishing and using Sub-Accounts

4.1 Establishing Sub-Accounts

- (a) If we approve your application:
 - (i) we will open one or more Sub-Account(s) in your name;
 - (ii) we may grant to you a non-exclusive, non-transferable personal right to use your Sub-Account(s) to trade Virtual Assets, in addition to the Master Account; and
 - (iii) you may only use the Exchange, the Master Account, Sub-Account(s), an Agreed Communication Method and Exchange Materials for your own needs.

- (b) You may only hold one Master Account.
- (c) The number of Sub-Accounts you may hold is subject to Crypto.com's sole discretion, and is described on the Sub-Account FAQs.
- (d) We have the sole discretion as to the opening, operation and closure of a Sub-Account or wallet(s) that forms part of your Sub-Account. Without limiting the terms of the Agreement, we may, at any time, without liability:
 - (i) vary, suspend or close a Sub-Account;
 - (ii) specify or vary the scope and extent of a Sub-Account and the Exchange;
 - (iii) prescribe the specific products, services and/or Virtual Assets supported in respect of a Sub-Account;
 - (iv) set or vary any limit regarding a Sub-Account; or
 - (v) restrict or impose conditions or limits on a Sub-Account.
- (e) All Sub-Accounts are established and maintained by us for the sole purpose of providing the Exchange and recording relevant Virtual Asset movements. In no circumstances should a Sub-Account be interpreted as a banking or custody service, or a stored value facility, of any kind.

4.2 Sub-Account operations

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

4.3 Transfers

- (a) You may transfer Virtual Assets:
 - (i) within any wallets that are associated with a specific Sub-Account; and
 - (ii) between different Sub-Accounts, and between a Sub-Account and the Master Account, through Spot Wallets associated with Sub-Accounts and the Master Account, as applicable.
- (b) You may only request us to transfer Virtual Assets recorded in your Spot Wallet to an external digital address, through your Master Account in accordance with the Exchange Terms and Conditions.

4.4 Sub-Account access and additional restrictions

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

4.5 Additional terms for certain corporate users

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

4.6 Set-off: Sub-Accounts

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

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

4.7 Applicable Fees

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

5 Representations and warranties

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

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

6 Closing a Sub-Account

6.1 Maintenance of a Master Account

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

6.2 Closure by either party

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

6.3 Closure by Crypto.com

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

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

6.4 Consequences of closure

- (a) If Crypto.com closes a Sub-Account pursuant to this clause 6, it may close out any and all positions and Orders Crypto.com considers, as is required to close the Sub-Account.
- (b) Upon termination, any remaining balances within the Sub-Account will be transferred to the Spot Wallet associated with the Master Account.
- (c) You agree that you will not hold Crypto.com liable for any Loss arising from action taken under clause 6.4(a).

7 Indemnity

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

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

8 Miscellaneous

8.1 Statements

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

8.2 Calculation of benefits, fees and rebates

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

9 Risk disclosure statement

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

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

Annex III USD Deposits and USDC Withdrawals

The following terms and conditions only apply to you if this functionality has been made available to you by Crypto.com.

1 Deposit USD to Spot Wallet

- (a) You may deposit USD to your Spot Wallet by instructing a bank transfer (cash and/or third party deposits are not accepted) ("**USD Deposit**") from an active bank account located in the jurisdiction where you are registered as a user of the Exchange ("**Verified Bank Account**"), by following the instructions and providing the relevant information set out in the Exchange, or by referring to the FAQ page on the Website accessible at the following link:
<https://help.crypto.com/en/articles/5271006-exchange-usd-bank-transfer>.
- (b) Our USD Deposit service is provided by our licensed third-party payment partner ("**Payment Service Partner**"). By sending us a USD Deposit instruction through the Exchange, you agree and authorise our Payment Service Partner to handle and process your USD Deposit instructions.
- (c) You shall only make a USD Deposit if you are the registered beneficial owner of both the bank account you instruct the transfer from and your Exchange account. If you are the registered beneficial owner of both the bank account you use with us and your Account, but if the registered account names are inconsistent or we are unable to verify your bank account for whatever reason, we may require you to provide additional proof prior to the completion of the USD Deposit and such process will cause delay to the USD Deposit.
- (d) We do not charge any fees for USD Deposits, however, USD Deposits are subject to prescribed limits as referenced in the "Fees & Limits" section on the Exchange and/or the Website. Any fees chargeable by your bank and/or their intermediary banks relating to the USD Deposit, including but not limited to any administration or currency conversion fees, intermediary banks' processing fees and your bank's processing fees ("**USD Deposit Fees**") shall be borne by you entirely.
- (e) Upon confirmation by our Payment Services Partners that your USD Deposit instruction has been effected and upon receipt and successful identification of the respective deposit, we will credit the corresponding value of the funds in USDC at a 1:1 ratio less any USD Deposit Fees to your Spot Wallet. You should allow between 3 to 6 business days for the funds to reach your Spot Wallet.
- (f) All USD Deposits are not reversible or refundable, unless we determine, at our absolute discretion that it is in our interest to do so. In addition, we may, at our absolute discretion, reverse, cancel, void or refuse to process any USD Deposit instructions.
- (g) Without prejudicing our rights to claim further damages from you, you shall immediately indemnify us for any loss and damage and expenses arising from any mistaken, erroneous or fraudulent USD Deposit instructions (which may include but are not limited to, transactions made from unrecognised bank accounts or with missing or incorrect unique codes, or transfers exceeding our prescribed limits) given by you or sent from your account (collectively "**Erroneous USD Deposit**").

Instruction(s)"). The erroneous or fraudulent nature of your instruction shall be determined by us based on reasonable evidence. You further agree that if any fund is required to be returned to its origin due to any Erroneous USD Deposit Instructions: (i) you will be subject to an administration fee of USD 10 per return; (ii) any other fees incurred from such return shall be borne by you entirely; and (iii) funds will only be remitted to the bank account from which such funds were originally received.

2 Withdraw USDC from Spot Wallet

- (a) You may withdraw USDC by instructing a bank transfer ("**USDC Withdrawal**") from your Spot Wallet to your Verified Bank Account, meaning the same bank account from which you have previously made a successful deposit of USD under Clause 1(a) above, by following the available instructions and providing the relevant information as requested in the Exchange, or by referring to the FAQ page on the Website accessible at the following link: <https://help.crypto.com/en/articles/5271006-exchange-usd-bank-transfer>.
- (b) Our USDC Withdrawal service is provided by the Payment Service Partner. By sending us a USDC Withdrawal instruction through the Exchange, you agree and authorise our Payment Service Partner to handle and process your USDC Withdrawal instructions and transfer your withdrawal funds to your Verified Bank Account.
- (c) We do not charge any fees for USDC Withdrawals, however, USDC Withdrawals are subject to prescribed limits as referenced in the "Fees & Limits" section on the Exchange and/or the Website. Any fees chargeable by the your bank and any intermediary banks relating to the USDC Withdrawal, including but not limited to any administration or currency conversion fees, intermediary banks' processing fees and your bank's processing fees ("**USDC Withdrawal Fees**") shall be borne by you entirely.
- (d) Upon confirmation by the Payment Services Partner that your USDC Withdrawal instruction has been accepted and your withdrawal has been executed, we will credit the corresponding value of the funds in USD at a 1:1 ratio less any USDC Withdrawal Fees to your Verified Bank Account. You should allow between 3 to 6 business days for the funds to reach your Verified Bank Account.
- (e) All USDC Withdrawals are not reversible or refundable, unless we determine, at our absolute discretion that it is in our interest to do so. In addition, we may, at our absolute discretion, reverse, cancel, void or refuse to process any USDC Withdrawals.
- (f) Without prejudicing our rights to claim further damages from you, you shall immediately indemnify us for any loss and damage and expenses arising from any mistaken, erroneous or fraudulent USDC Withdrawal instructions (which may include but are not limited to, transactions pertinent to unauthorised or fraudulent transfers previously effected within the Exchange, or transfers made to a closed or blocked bank account) given by you or sent from your account (collectively "**Erroneous USDC Withdrawal Instruction(s)**"). The erroneous or fraudulent nature of your instruction shall be determined by us based on reasonable evidence. You further agree that if any USDC Withdrawal is required to be reversed due to any Erroneous USDC Withdrawal Instructions: (i) you will be subject to an administration fee of USD 50 per

reversal; and (ii) any other fees incurred from such reversal shall be borne by you entirely.