

# CRYPTO.COM PRICE PAGE TERMS AND CONDITIONS

Last Update: 21 September 2022

## 1. Terms

- 1.1. These Crypto.com Price Services (defined below) are provided to you by Foris DAX MT Limited (together with its Affiliates, “**Crypto.com**”). These terms and conditions (“**Terms**”) will apply to your access to and use of the [Crypto.com Price Services](#). Please take the time to read and understand these Terms before using these services so that you are aware of your legal rights and obligations.
- 1.2. By accessing or using the Crypto.com Price Services and/or completing the sign-up process, you are entering into a binding contract with us and shall be deemed to have expressly read, understood and agreed to be bound by the version of these Terms as posted on the Crypto.com Price Services webpage at the time you access or use the Crypto.com Price Services.
- 1.3. These Terms incorporate within them as though they were fully restated herein, the provisions of the following terms and policies: (i) our [Privacy Notice](#); and (ii) our Cookies Preferences on our website.

## 2. Definitions

“**Account**” shall have the meaning ascribed to the term in Clause 4.

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

“**Affiliate**” means a corporation directly or indirectly, controlling, controlled by or under direct or indirect common control with another corporation.

“**Business Day(s)**” means any day except any Saturday, Sunday or public holiday in which banking institutions are open for normal business activities, in the jurisdiction where the transaction or business activity under these Terms is concerned.

“**Community Generated Content**” shall have the meaning ascribed to the term in Clause 11.

“**Community Listings**” shall have the meaning ascribed to the term in Clause 11.

**“Crypto.com Price Services”** or **“Service(s)”** means the Site, Service Content and all related features, services, content, applications and APIs (if applicable) which Crypto.com may make available to you from time to time.

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

**“Include/including”** means to include without limitation.

**“Information”** shall have the meaning ascribed to the term in Clause 5.

**“Licenced Content”** shall have the meaning ascribed to the term in Clause 8.

**“Link”** shall have the meaning ascribed to the term in Clause 9.

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

**“Platform”** means the mode in which you access these Crypto.com Price Services whether through our website or via a mobile browser.

**“Service Content”** means data, information, materials, advertisements, text, audio, video, graphics, software and other content on the Site or provided through the Site on a third party platform including, but not limited to, the [Price Widget](#) and [Telegram Bot](#).

**“Site”** means the website at <https://crypto.com/price>

**“Trademarks”** shall have the meaning ascribed to the term in Clause 7.

**“We/us/our”** means Crypto.com.

**“You/your”** means, jointly and severally, the individual(s) who is/are the user(s) of the Crypto.com Tax Services.

“Your Site” shall have the meaning ascribed to the term in Clause 9.

### **3. The Crypto.com Price Services**

- 3.1. We reserve the right, at our sole and exclusive discretion, and without liability or prior notice to you, to update, change, remove, cancel, suspend, disable or restrict access to or discontinue the Crypto.com Price Services or change any features, component or content thereof. We further reserve the right to charge applicable fees for any part of the Services by way of reasonable notice (including but not limited to amendment of these Terms). If we do so, these Terms shall apply to any and all additional Services and any and all updated, modified or revised Services unless otherwise stipulated. Your continued use of the Services after such updates, changes, and/or modification, shall constitute your acceptance of such terms and you agree that it is your responsibility to check these Terms regularly and to be aware of such updates or changes. Should you not agree to these Terms, or any updated Terms, you are immediately deemed to have stopped using the Services and shall bear any consequences for not acting in accordance.

### **4. Eligibility and Account**

- 4.1. By accessing or signing up to use the Crypto.com Price Services, you represent and warrant that:
- 4.1.1. You are at least eighteen (18) years of age;
  - 4.1.2. You have the full right, power, and authority to agree to these Terms;
  - 4.1.3. You are not impersonating any other person, operating under an alias or otherwise concealing your identity;
  - 4.1.4. You will not use our Services if any Applicable Laws in your country prohibit you from doing so in accordance with these Terms and you shall undertake and represent to determining your eligibility to use the Services under such Applicable Laws;
  - 4.1.5. You are the sole customer/user and ultimate beneficial owner of your account and not acting on behalf of or representing any other natural person, legal person or legal entity;
  - 4.1.6. You are accessing and/or using the Crypto.com Price Services for your personal, non-commercial use unless you enter into a separate agreement with us for your commercial use.
- 4.2. You would need to have an account with Crypto.com ("**Account**") in order to use the Services. When you create an Account, you represent and warrant that you are at least of legal age in your respective jurisdiction, you are capable of entering into and performing legally binding contracts under applicable law, and that all information which you provide is accurate, up-to-date, truthful and complete.

- 4.3. By using a Crypto.com Account, you agree and represent that you will use Crypto.com services only for yourself, and not on behalf of any third party, unless you have obtained prior approval from Crypto.com.
- 4.4. You are solely responsible for all activities under your Account. You undertake to honour and see to completion of all such acts and transactions that have happened under your account (regardless of whether you have specifically authorised such acts or transactions). We will not be responsible in any way if your password and/or Account are misappropriated or used by a third party. You therefore agree to keep your password secure and keep your account information up-to-date at all times.
- 4.5. Unless expressly permitted by Crypto.com and subject to the Terms and any other additional terms as Crypto.com solely and absolutely determines, you shall not set up multiple Accounts. You shall not lend, transfer or sell your Account or Account information to another party and must not use another user's Account without their written permission.
- 4.6. Crypto.com may occasionally contact you on the email address provided in your Account registration. You will not be able to opt out from such communications, and you shall take the responsibility to ensure that your email address is up-to-date. If you missed any communications due to an inaccurate, outdated, or incomplete email address, Crypto.com will not be liable for any losses or damages caused by you missing the communication.
- 4.7. We are entitled, in our sole discretion and without providing reasons to you, to refuse your registration, suspend, terminate or limit your use of the Crypto.com Price Services, or to change the eligibility criteria for registration or use of the Crypto.com Price Services at any time.

## 5. **Conditions of Use**

- 5.1. You acknowledge and agree that all information, text, data, or any other content ("**Information**") you provide to Crypto.com for the purpose of using the Crypto.com Price Services is your express sole responsibility. You are solely responsible for the accuracy, integrity or quality of such Information. You acknowledge and agree that Crypto.com shall not be responsible for any errors, omission, loss and/or damage that may arise as a result of the Information provided by you in your use of the Crypto.com Price Services.
- 5.2. You further agree not to make use of the Crypto.com Price Services for the purpose of:
  - 5.2.1. Uploading, posting, emailing, transmitting, or otherwise making available any content that may be unlawful, harmful, threatening, abusive, harassing,

- tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
  - 5.2.2. Engaging in or creating any unlawful activities;
  - 5.2.3. Implying any endorsement by Crypto.com;
  - 5.2.4. Causing harm to any third party;
  - 5.2.5. Impersonating any individual or entity;
  - 5.2.6. Uploading, posting, emailing, transmitting or otherwise offering any Information that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
  - 5.2.7. Uploading, posting, emailing, transmitting or otherwise offering any Information that you do not personally have any right to pursuant to any Applicable Law or in accordance with any contractual or fiduciary relationship;
  - 5.2.8. Uploading, posting, emailing, transmitting or otherwise offering any Information that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
  - 5.2.9. Disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real-time interactions;
  - 5.2.10. Interfering with or disrupting any of Crypto.com's services, servers and/or networks that may be connected or related to the Site or other Crypto.com websites; and/or
  - 5.2.11. Intentionally or unintentionally violating any Applicable Laws.
- 5.3. We reserve the right to refuse and/or delete any Information provided by you through your use of the Crypto.com Price Services.
- 5.4. We reserve the right to access, preserve and/or disclose your account information and/or Information if it is requested to do so by Applicable Law or in good faith belief that any such action is deemed reasonably necessary for (without limitation):
- 5.4.1. Compliance with any legal process;
  - 5.4.2. Enforcement of these Terms;
  - 5.4.3. Responding to any intellectual property claim by any third party;
  - 5.4.4. Responding to your customer service queries; and
  - 5.4.5. Protecting the rights and property of Crypto.com.
- 5.5. We reserve the right to include the use of security components that may permit digital information or material to be protected.
- 5.6. You acknowledge and agree that you will not engage in any unauthorized reproduction, publication, distribution, or exhibition of any information or materials

you obtain or have access to while using the Crypto.com Price Services, whether done so in whole or in part.

## **6. Prohibited Activities**

- 6.1. You agree that you will not, without Crypto.com's prior written consent:
  - 6.1.1. Copy, modify, attempt to decompile or reverse engineer and/or create derivative works of the Service or any content;
  - 6.1.2. Copy, transfer, mirror, manipulate and/or aggregate any of the Service or any content (including data) for the purpose of making it available to any third party;
  - 6.1.3. Trade, sell, rent, loan, lease and/or license the Service or any content or access to the Service, whether commercially or free of charge;
  - 6.1.4. Use or introduce to the Service any data mining, crawling, "scraping", robot and/or similar automated or data gathering or extraction method, or manually access, acquire, monitor and/or copy any portion of the Service, download or store content and/or to scan or probe the underlying structure of Crypto.com;
  - 6.1.5. Make excessive requests for information or take any action that interferes with, disrupts or imposes an undue burden on the Service or any server or network connected to the Service or negatively affects the quality or availability of any content, or speed or functionality of the Service;
  - 6.1.6. Introduce a virus, Trojan horse, worm, time bomb or other malware to the Service or the Platform, or use any device, software or routine to bypass any software or hardware that prohibits volume requests for information;
  - 6.1.7. Violate, bypass or circumvent any security measure intended to limit or prevent access to the Platform, content or Service; or
  - 6.1.8. Otherwise attempt to gain unauthorized access to the Service, any content or to any computer systems or networks connected to the Service or any Crypto.com server, whether through hacking, password mining, unauthorized use of another's password/credentials or any other means;
  - 6.1.9. Restrict, inhibit or interfere with use of the Service by any other user (including by hacking or defacing the Platform);
  - 6.1.10. Introduce or otherwise distribute through the Platform any computer program that damages, interferes with, intercepts, collects, releases or discloses any system, data or personal information of ours or any third party;
  - 6.1.11. Make use of and/or remove any proprietary notations including, but not limited to, our trademarks, service marks, trade names or logos or those of any third party displayed on the Platform or from the content;
  - 6.1.12. Modify or remove any copyright or other proprietary notice in the content;

- 6.1.13. Commercialise and/or profit from the content and/or any proprietary information belonging to Crypto.com and/or its Affiliates. Should you require consent for such activities, a further bilateral agreement must be made between yourself and Crypto.com and/or its Affiliates.
  - 6.1.14. Use the Website, content or Service for or in connection with any activity that (i) violates any applicable law, statute, ordinance or regulation, including without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the European Union and any of its member states, UK Treasury, or (ii) involves proceeds of any unlawful or illegal activity.
- 6.2. Additionally, you acknowledge and agree that you (and not Crypto.com) are solely responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, software and services needed for you to access and use the Service, and paying all charges related thereto.

## 7. Intellectual Property Rights

- 7.1. You acknowledge and agree that:
- 7.1.1. the Crypto.com trademarks and logos, and any other logos, service marks, product names and other proprietary indicia used in the Site and Services are the property of Crypto.com (“**Trademarks**”);
  - 7.1.2. other than the license expressly granted by you in these Terms, no other rights are granted to you in respect of either the Trademarks or Services; and;
  - 7.1.3. no part or parts of the Site or Services, including, but not limited to, our [spot exchange application programming interface](#) and any other data from any Crypto.com services, may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written consent.
- 7.2. Subject to these Terms, you may view, print and make copies of content for your own personal use. Without our prior written consent, you shall not, copy, reproduce, download, ‘screen scrape’, store, transmit, broadcast, publish, modify, create a derivative work from, display, perform, distribute, redistribute, sell, license, rent, lease or otherwise use, transfer (either in printed, electronic or other format) or exploit any content, in whole or in part, in any way that does not comply with these Terms without our prior written permission. To request permission to use any content other than as expressly permitted in these Terms, please contact [contact@crypto.com](mailto:contact@crypto.com).

- 7.3. As between Crypto.com and you, all content is owned or controlled by Crypto.com. Crypto.com, its logo, and, except as noted below, all other product or service names or slogans displayed on the Service are registered and/or common law trademarks of Crypto.com or its suppliers or licensors and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Crypto.com or the applicable trademark holder. In addition, the look and feel of the Service, including all page headers, custom graphics, button icons, and scripts, is the service mark, trademark, and/or trade dress of Crypto.com and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Crypto.com. All other trademarks, registered trademarks, product names, and company names or logos mentioned in the Service are the property of their respective owners. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by Crypto.com.
- 7.4. Nothing contained in these Terms grants you any interest in any of Crypto.com's or any third-party's intellectual property.
- 7.5. The use or misuse of Crypto.com's trademarks or other intellectual property, except as expressly permitted by these Terms, is prohibited. You shall promptly notify Crypto.com at [contact@crypto.com](mailto:contact@crypto.com) if you know or suspect that any of Crypto.com's or its providers' intellectual property rights has been violated or infringed.
- 7.6. "Crypto.com" and all related logos, trademarks, service marks and trade names are solely the property of Crypto.com. The absence of a name, logo or other mark herein does not constitute a waiver of any and all intellectual property rights that Crypto.com has established. Other trademarks, names or logos used on the Site are property of their respective owners. You are not authorized to use any of the foregoing.
- 7.7. You acknowledge that Crypto.com and/or its providers own the copyright in and to all content under the applicable laws (including copyright laws and other intellectual property laws), and have reserved all rights in and to such content.

## **8. License**

- 8.1. You must only use the Service as expressly permitted by these Terms. All rights not expressly granted to you are reserved by Crypto.com, its third-party providers and other respective owners, if any.
- 8.2. Crypto.com provides content through the Service that is copyrighted and/or trademarked work of Crypto.com or Crypto.com's third-party licensors and



suppliers, this includes our [spot exchange application programming interface](#) and any other data from any Crypto.com services (collectively, the "**Licensed Content**"). For clarity, Licensed Content shall include all such content accessed by you at any time. You acknowledge that the Service has been developed, compiled, prepared, revised, selected and arranged by Crypto.com and such third parties through the application of methods and standards of judgement developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property of Crypto.com and such others. Accordingly, you shall protect the proprietary rights of Crypto.com and all others having rights in the Service during and after the term of these Terms and comply with all written requests made by Crypto.com to protect its and others' contractual, statutory, and common law rights in the Service.

- 8.3. Subject to these Terms, and to the extent of your reliance on the data, or the subsequent use of such data, and your compliance with these Terms together with any terms and conditions of use of any relevant third party providers and the other respective owners of the Licensed Content, Crypto.com hereby grants you a limited, personal, non-exclusive, non-sub-licensable and non-transferable license to use the Licensed Content and to use this Service, in each case solely for your personal use. You agree not to use the Service or any of the Licensed Content for any commercial purpose. Except for the foregoing license, you have no other rights to the Service or any Licensed Content, and you may not modify, edit, copy, distribute, reproduce, publish, display, perform, license, sell, rent, lease, loan, create derivative works of, create any index, reverse engineer, alter, enhance, provide access to or in any way exploit the Service or the Licensed Content in any manner.
- 8.4. If you breach any of these Terms, the above license will terminate automatically.

## 9. Linking to the Service from Your Site

You may place one or more links or widgets to the Service (collectively, the "**Link**") on your own non-commercial website, blog or other platform ("**Your Site**"), provided that:

- 9.1. The Link shall display only the following text: "Crypto.com/price" or "Link to Crypto.com/price";
- 9.2. Your Site shall not contain any content that is unlawful, threatening, abusive, libelous, scandalous, seditious, defamatory or otherwise inappropriate to the image of Crypto.com, as determined by us in our sole and absolute discretion;
- 9.3. No Link shall contain any third party information, write-ups or feedback (i.e. information from a user of Crypto.com or information regarding other entities,

which are not information from or about Crypto.com itself), nor any personal data that may be used either singly or in conjunction with other available information to identify an individual.

- 9.4. The look and feel of all content that accompanies the Link or is on the same page as the Link (for example, the entire article in which the Link appears, even if it is not all on the same page as the Link) shall not otherwise be of a nature that may damage or dilute the goodwill associated with Crypto.com's name, reputation or any of its trademarks, trade names or service marks, as determined by Crypto.com in its sole and absolute discretion; and
- 9.5. No content on Your Site shall contain any information that, in our sole and absolute discretion, may create the false impression that you, Your Site or any other website, service, person or entity is associated with, sponsored by or otherwise endorsed by Crypto.com, or that any activity engaged in by you or anyone else has been approved by Crypto.com.
- 9.6. We may revoke our consent to a Link at any time in our sole and absolute discretion, without prior notice. If we notify you that you may no longer link to the Service, or to a page or document, you must promptly (and, in any event, within two(2) calendar days from the date of our notice) remove all affected Links from Your Site.

## **10. Community Generated Content; Grant Of Right To Crypto.com**

- 10.1. Subject to the provisions of these Terms, the Service may allow you to post and share texts, images, videos, predictions, or other materials including but not limited to those materials submitted through the Site's submission forms for [Coin Launch](#) and [Upcoming NFT Collections](#) (together the "**Community Listings**") (collectively, "**Community Generated Content**"). You are solely responsible for any and all Community Generated Content you provide, including but not limited to be legally compliant with applicable laws, rules and regulations. In regard to the Community Listings, you acknowledge that:
  - 10.1.1. Community Listings are free of charge. Crypto.com does not request or require any listing fees in respect of Community Listings. Any emails, social media accounts or individuals requesting such listing fees are not sanctioned by Crypto.com to do so;
  - 10.1.2. Community Listings approved for listing on the Site do not mean or otherwise indicate that such projects have been approved for listing on the Crypto.com App, Crypto.com Exchange or Crypto.com NFT Platform. The Community Listings have not undergone the verifications or met the conditions required for listing on the Crypto.com App, Crypto.com Exchange or Crypto.com NFT Platform;

- 10.1.3. Materials provided via the submission forms for the Community Listings are prepared by third parties not affiliated nor associated with Crypto.com or its affiliates.
  - 10.2. You acknowledge and agree that by using the Service, you might be exposed to Community Generated Content that is harmful, disrespectful, irritating, offensive, inaccurate, misleading, or in any form inappropriate. The person or party (and not Crypto.com) is solely responsible for any and all Community Generated Content posted on the Platform by such person or party. Crypto.com may not pre-screen, review or moderate all Community Generated Content posted and shall not be liable for any of such content. Without limiting the foregoing, Crypto.com reserves the right in its sole and absolute discretion to remove any Community Generated Content, without liability or the obligation to offer a refund, in any of the following events:
    - 10.2.1. If the Community Generated Content is in breach of these Terms and/or any community rules as may be published by Crypto.com from time to time.
    - 10.2.2. If we have received a complaint or notice of infringement in respect of the Community Generated Content.
    - 10.2.3. If the Community Generated Content is otherwise objectionable.
  - 10.3. Any Community Generated Content posted shall not be considered as financial advice, and you fully understand and agree that you shall solely bear the risks of using the information from such content.
  - 10.4. Before posting any Community Generated Content, you acknowledge and agree that you own or are licensed to the intellectual property rights in such content. If you know or suspect that other Community Generated Content has infringed your intellectual property rights, please report to us at contact [contact@crypto.com](mailto:contact@crypto.com).
  - 10.5. You retain ownership rights in the Community Generated Content you post on the Platform, but you grant Crypto.com a worldwide, fully-paid, royalty-free, sub-licensable, and transferable licence to host, store, use, display, reproduce, modify, adapt, edit, publish and distribute such content (subject to our current Privacy Policy) for the purpose of operating, developing, providing, promoting, and improving the Service and to research and develop new products and services. We are not obliged to make any compensation to you with respect to the content that you submit or post on the Platform. You acknowledge and agree that your use of the Service is sufficient compensation for the content you submit or post on the Platform and the grant of rights herein.

## **11. Data Protection**

- 11.1. For information on how we collect and process your personal data, please refer to our [Global Privacy Notice](#).

## **12. Security**

- 12.1. You acknowledge and agree that, in connection with your use of the Crypto.com Price Services, you shall be responsible for maintaining adequate security and control of your login and authentication details (including, but not limited to, your username and password), and shall be solely responsible for any access to and use of the Crypto.com Price Services through your account, notwithstanding that such access and/or use may have been effected without your knowledge, authority or consent. You acknowledge and agree that we will not be liable to you for any loss or damage resulting from such access and/or use.
- 12.2. Should you discover that your account has been accessed or used in an unauthorized way, you shall notify us by emailing [contact@crypto.com](mailto:contact@crypto.com). In addition, where your account has been accessed or used in an unauthorized manner, you should, as soon as possible, reset the login and authentication details of your account.

## **13. Electronic Communications**

- 13.1. You accept full responsibility for the security and accuracy of all Information you provide to us. We will be entitled to assume that all Information received from you is yours. We shall have no obligation whatsoever to verify that such Information is yours.
- 13.2. You are aware that the Information transmitted via the Site is generally transmitted via the Internet and may be routed via public, transnational installations which are not specifically protected. We cannot guarantee that the Information so transmitted will in fact be completely protected against such unauthorized access, and you accept these associated risks.
- 13.3. You agree without prejudice to any of these Terms, that, to the extent there are any terms in your local jurisdiction governing the time and place of despatch and receipt of electronic communication, to the maximum extent permitted under applicable law, such terms shall not apply to your use of the Services and that you shall be liable for any damage that may be caused through the use of the Internet – i.e. through loss, delay, misunderstandings, corrupted texts, unauthorised interceptions by third parties or duplicates.

- 13.4. You acknowledge and agree that in the event of any dispute arising in connection with your use of the Services, our records (including electronic, computer and microfilm stored records) of all matters relating to your use of the Services and/or of you at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on you for all purposes whatsoever. In addition, you agree to the admissibility of such documents without further requirement of proof of authenticity or accuracy in a court of law under applicable evidentiary law, rules and/or regulations.

#### **14. Limitation of Services, Termination, Account Closure**

- 14.1. Crypto.com may at any time and without liability to you, terminate, suspend, or limit your use of the Services for any reason, including (but not limited to): (a) in the event of any breach by you of these Terms and all other applicable terms; (b) for the purposes of complying with Applicable Laws; or (c) to remedy the effects of any defect in or compromise to any information system upon which Crypto.com relies on.
- 14.2. Your obligations under these Terms will continue in the event of such suspension or termination described in Clause 11.1 above.
- 14.3. You shall not be entitled to any payment, compensation or damages from us in relation to any suspension, reversal or termination of your use of the Services for any reason whatsoever. Any limitation, suspension or termination of your use of the Services for any reason whatsoever shall not release you from any liability or responsibility on your part, which at the time of such limitation, suspension or termination, has already accrued.
- 14.4. Our rights of limitation, suspension and termination under these Terms shall be without prejudice to any other rights or remedies which we may have (whether under these Terms, Applicable Law or otherwise).
- 14.5. If you wish to suspend or terminate your access to and use of any of the Services or close your account, you are required to submit a request to Crypto.com in such manner and form and accompanied by such information and supporting documentation as may be required by us to request for and effect such suspension or termination. You acknowledge and agree that you will be subject to such terms and conditions as we may consider applicable to such suspension or termination.

#### **15. Feedback, Questions, and Complaints**

- 15.1. If you have any feedback, questions or complaints, please contact us via email at [contact@crypto.com](mailto:contact@crypto.com). 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.

- 15.2. If you send or transmit any communication, including but not limited to feedback, questions, comments or suggestions to Crypto.com (collectively, "Feedback"), all such Feedback is, and will be treated as non-confidential and non-proprietary. All Feedback is to be submitted via the Platform only. You hereby assign to Crypto.com all right, title, and interest in, and Crypto.com is free to use, without any attribution or compensation to you, any ideas, concepts, know-how or techniques or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to enhancing the Service, or otherwise developing, manufacturing, licensing, marketing and selling products and services based on or containing such Feedback. You also understand and agree that Crypto.com is not obligated to consider, accept, use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution. Crypto.com may use aggregated and statistical data derived from usage of the Platform.

## **16. Use and Storage**

You hereby acknowledge and agree that Crypto.com may implement limits regarding the use of our Services, including the maximum volume or size of any Information that may be sent from or received by an account on our Service, the maximum disk space allowable that shall be allocated on our servers on a user's behalf, and/or the maximum number of times and/or duration that you may access our Services in a given period of time. You agree and acknowledge that we reserve the right to delete any account that is no longer active for an extended period of time. We reserve the right to modify, alter and/or update these practices and limits at our sole and exclusive discretion.

## **17. Disclaimer**

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- 17.4. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, CRYPTO.COM HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICE AND THE CONTENT, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT AS TO THE SITE, SERVICES AND CONTENT CONTAINED THEREIN. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **18. Limitation of Liability**

- 18.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CRYPTO.COM, ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS AND AFFILIATES, BE LIABLE TO YOU OR ANY THIRD PARTY FOR

ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE SERVICE, CONTENT OR THIRD PARTY SITES AND SERVICES OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF CRYPTO.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ABOVE APPLIES ALSO TO ANY UNFORESEEN AND UNUSUAL EVENT, OUTSIDE OUR REASONABLE CONTROL AND THE CONSEQUENCES OF WHICH COULD NOT HAVE BEEN AVOIDED EVEN IF ALL DUE CARE HAD BEEN EXERCISED INCLUDING BUT NOT LIMITED TO FORCE MAJEURE EVENTS, EVEN IF SUCH POSSIBILITY WAS KNOWN OR COMMUNICATED TO US.

- 18.2. ACCESS TO, AND USE OF THE SERVICE, CONTENT OR THIRD PARTY SITES AND SERVICES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF CRYPTO.COM ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS AND USE OF THE SERVICE, SITE OR CONTENT EXCEED US\$100. YOU FURTHER AGREE THAT UPON RECEIPT OF US\$100 FROM CRYPTO.COM, YOU WILL WAIVE ALL RIGHTS AGAINST CRYPTO.COM AND WILL MAKE NO FURTHER CLAIMS WHATSOEVER AGAINST CRYPTO.COM. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF CRYPTO.COM FOR PERSONAL INJURY CAUSED BY CRYPTO.COM'S NEGLIGENCE OR ANY INJURY CAUSED BY CRYPTO.COM'S FRAUD OR FRAUDULENT MISREPRESENTATION.
- 18.3. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CRYPTO.COM ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF ANY CONTENT; (II) PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE



THROUGH THE SERVICE; AND/OR (VII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

- 18.4. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose.
- 18.5. The parties agree that any claims against the other under these Terms may only be brought on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No court or adjudicator may consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded to any user of the services cannot and may not affect any other users.

## **19. Indemnification**

- 19.1. You hereby agree to indemnify, defend and hold Crypto.com, and each of their respective agents, directors, employees, officers, partners, representatives and/or licensors harmless against any and all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to:
  - 19.1.1. Your use or misuse of the Service, content or Site;
  - 19.1.2. Your breach of these Terms;
  - 19.1.3. Your breach or violation of the rights of a third party, including another user or third party service provider or applicable laws or regulations of any jurisdiction;
  - 19.1.4. Any claim that any information provided by you to Crypto.com in connection with the Platform or Service, including the content, caused damage to, infringed upon, misappropriated or otherwise violated the rights of any third party, including infringement, misappropriation or other violation of third-party intellectual property rights, or violation of any right of data privacy, publicity, data security or confidentiality; and/or
  - 19.1.5. Any dispute that you have with any third party relating to or in connection with the Service or the content.
- 19.2. You agree that Crypto.com shall be able to select its own legal counsel and may participate in its own defense, if Crypto.com wishes. Crypto.com reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate

with Crypto.com in asserting any available defenses and in the conduct of such defense.

- 19.3. Further to Clause 15, you also agree to fully hold harmless and indemnify Crypto.com for all losses and costs suffered or incurred by Crypto.com due to your Feedback, including but not limited to third party claims, legal fees on a solicitor-client basis, settlement amounts, fines, penalties, and law enforcement actions.

## **20. Third Party Websites**

- 20.1. The Service may contain links to third-party websites. Your use of all links to third-party websites is at your own risk. We do not monitor or have any control over, and make no claim or representation regarding third-party websites. To the extent such links are provided by us, they are provided only as a convenience, and a link to a third-party website does not imply our endorsement, adoption or sponsorship of, or affiliation with, such third-party websites.
- 20.2. When you leave the Platform, whether via a link contained on the Platform or through the use of your web browser, mobile device or other navigational tool, the information you view is not provided by us. Our terms and policies do not govern your use of third-party websites. We are not responsible for, have no control over and do not monitor or review the content of any other website. A link to a third-party website does not imply sponsorship, approval, affiliation or endorsement by Crypto.com of the linked third-party website or of that third party's products or services.
- 20.3. YOU AGREE THAT CRYPTO.COM WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY WEBSITE OR SERVICES, FOR ANY DEALINGS OR COMMUNICATIONS YOU MAY HAVE WITH THIRD PARTIES, OR FOR ANY HARM, DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH ANY OF THE FOREGOING OR YOUR USE OF OR RELIANCE ON THE MATERIALS OR THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY.

## **21. Amendment and Variation**

We reserve the right, at our sole and exclusive discretion, and without liability or prior notice to you, to update, change, remove, cancel, suspend, disable or restrict access to or discontinue the Crypto.com Price Services or change any features, component or content thereof. If we do so, these Terms shall apply to any and all additional Services and any and all updated, modified or revised Services unless otherwise stipulated. Your continued use of the Services after such updates, changes, and/or modification, shall constitute your acceptance of such terms and you

agree that it is your responsibility to check these Terms regularly and to be aware of such updates or changes. Should you not agree to these Terms, or any updated Terms, you must stop using the Services immediately.

## **22. Third Party Rights**

Other than any entities within the Crypto.com group, a person who is not a party in these Terms has no right to enforce any of these Terms.

## **23. Notices and Communications**

- 23.1. By using the Services, you agree that we may provide you with any notices or other communications, including marketing, relating to your use of the Services electronically: (a) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), or (b) by posting to the Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. You will always be given the option to unsubscribe from receiving any marketing material from us.
- 23.2. Notices to us should be sent electronically to our support system at [contact@crypto.com](mailto:contact@crypto.com).

## **24. Entire Agreement**

- 24.1. These Terms constitute the entire agreement between the parties with regard to its subject matter and supersedes and invalidates all other prior representations, arrangements, understandings, and agreements relating to the same subject matter, whether oral or in writing, express or implied. You acknowledge that in agreeing to these Terms you do not rely on any statement, representation, warranty, or understanding other than those expressly set out in these Terms.
- 24.2. These Terms are concluded in the English language and all communications including any notices or information being transmitted shall be in English. In the event that these Terms or any part of it is translated (for any proceedings, for your convenience or otherwise) into any other language, the English language text of these Terms shall prevail (except where expressly prohibited by law).

## **25. Waiver**

- 25.1. These Terms shall not be waived in whole or in part except where agreed by all parties in writing.
- 25.2. The delay of enforcement or the non-enforcement of any of the provisions of these Terms by any party shall not be construed as a waiver of any of the other rights of

that party arising out of the breach or any subsequent breach of any of these Terms and no right, power or remedy conferred upon or reserved for any party in these Terms is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

## **26. Severability**

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

## **27. Transfer, Assignment or Delegation**

These Terms, and any rights and obligations and licences granted hereunder, are limited, revocable, non-exclusive and personal to you and therefore may not be transferred, assigned or delegated by you to any third-party without our written consent, but may be transferred, assigned or delegated by us without notice and restriction, including without limitation to any of the entities within the Crypto.com group, or to any successor in interest of any business associated with the Services. Any attempted transfer or assignment in violation hereof shall be null and void.

## **28. Claim Limitation**

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or these Terms must be filed within one year after said claim or cause of action arose or shall be forever barred.

## **29. Governing Law and Jurisdiction**

- 29.1. These Terms are governed by and shall be construed in accordance with the laws of Hong Kong without regard to any choice or conflict of laws rules.
- 29.2. Any dispute, controversy or claim, whether contractual or non-contractual, arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, or any other issue which shall arise in virtue of these Terms, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.