CRYPTO.COM SHOP TERMS & CONDITIONS

These are the terms and conditions ("Terms") on which we supply our products to you. Please read these terms carefully before ordering with us.

1.1. GENERAL

- 1.2. This website is located at the following URL: shop.crypto.com (the "Platform" or "Site"), and is operated by Foris, Inc. a Delaware corporation ("Crypto.com"). Throughout the site, the terms "we", "us" and "our" refer to Crypto.com.
- 1.3. By visiting the Platform and/ or purchasing something from us, you engage in our "Service" and agree that:
 - (a) you are at least eighteen (18) years of age;
 - (b) you have the full right, power, and authority to agree to these Terms; and
 - (c) you are authorized to use the payment method which you use to pay for the Merchandise that you order.

You further agree to be bound by these (i) Terms, (ii) our Privacy Notice and; (iii) our Cookies Policy accessible at the Cookies Consent banner on crypto.com. These Terms apply to all users of the Site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

2. OUR CONTRACT WITH YOU

- 2.1. You may place orders with us for any products or goods offered on the Platform ("Merchandise"). Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 2.2. If we are unable to accept or fulfill your order, we will let you know in writing and will not charge you for the Merchandise ordered. This might be because, without limitation:
 - (a) the Merchandise ordered is out of stock;
 - (b) there are unexpected limits on our resources which we could not reasonably plan for;
 - (c) we have identified an error in the price or description of the Merchandise;
 - (d) your billing information has not been verified;
 - (e) you have requested delivery to a country that we do not ship to; or
 - (f) we are unable to meet a delivery deadline you have specified.
- 2.3. Notwithstanding Section 2.2 above, we are entitled, in our sole discretion and without providing reasons, to (i) refuse service, limit or suspend the sales of our Merchandise or Services to any person, geographic region or jurisdiction; and (ii) end the sales contract and refund the cost paid by you by the same method that payment is made. We may exercise this right on a case-by-case basis.

3. PAYMENT

- 3.1. Payment can be made by ShopifyPay, Crypto Pay and any other methods provided on the Site from time to time. You confirm that the payment method (including credit/ debit cards) that is being used is yours or that you have been specifically authorized by the owner to use it. All payment methods and credit/debit card holders are subject to validation checks and authorization by the card or payment issuer. If the payment service provider refuses to authorize payment to us, we will not be liable for any delay or non-delivery.
- 3.2. We might store your payment (including credit/ debit card) details on our systems. If we do store your payment details, they will be fully encrypted and only used to process transactions which you have initiated. In the absence of negligence on our partYou acknowledge that we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Site.

4. ACCURACY OF BILLING AND ACCOUNT INFORMATION

4.1. You hereby represent and warrant that any and all information provided to us, our affiliates or any of our third party service providers, is always complete, accurate and up to date in all respects and that in the event that such information ceases to be complete, accurate and up-to-date, you shall provide us, our affiliates and third party service providers which such revised and updated information without delay. If at any time we believe that your information is outdated or inaccurate, we may contact you and request further information or request that you go through the verification process again. Failure to provide up to date information may result in your inability to or adversely affect your use of the Platform or Service. You undertake to indemnify us, our affiliates and any third party service providers for any and all losses incurred as a result of your failure to provide complete, accurate and up to date information at any point prior to and following termination of our Services.

5. ERRORS. INACCURACIES. AND DISCREPANCIES

- 5.1. Occasionally there may be information on the Platform or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). Notwithstanding the foregoing, no specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.
- 5.2. Notwithstanding Section 5.1 above, in the event that any error in the price of the Merchandise is discovered after we accepted your order, we will charge you the listed price at the time of you submitting the order.
- 5.3. The pictures of our Merchandise on our Platform are for illustrative purposes only. We endeavor to display as accurately as possible the colors and images of our

Merchandise, but the images are for reference only and we cannot guarantee that the color will be displayed accurately on your device.

6. ORDERING AND DELIVERY

- 6.1. You will own the goods on and from the later of the point in time when (i) we receive payment in full, or (ii) we deliver the Merchandise to you.
- 6.2. We are not responsible for any delays caused by destination customs clearance processes.
- 6.3. If our supply of the Merchandise is delayed by an event outside our control, then we will contact you to let you know and we will take steps to minimize the effect of the delay. We will not be liable for delays caused by the event. If there will be substantial delay, you may contact us to end the contract and receive a refund for any Merchandise you have paid for but not received.

7. PASSING OF TITLE AND RISK

- 7.1. Property or title to and risk in the goods shall remain with us till such time that the goods have been delivered to any third-party service provider(s), who will then hold property or title to and risk in the goods until they are delivered to you.
- 7.2. Goods will be deemed as delivered to you at the time of delivery to your delivery address or, if you wrongfully fail to take delivery of the goods, the time when we or our third-party service provider(s) has tendered delivery of the goods.
- 7.3. Notwithstanding delivery and the passing of risk in the goods, or any other provision of these Terms, the property in the goods shall not pass to the you until we have received payment in full of the price of the goods and all other goods agreed to be sold by by us to you for which payment is then due.

8. RETURN, REFUND, QUERIES AND COMPLAINTS

- 8.1. If you have any issues with your order, including any changes, return or refund that you would like to make, or have any issues with your order, feedback, questions or complaints, please contact us at contact@crypto.com and through our live chat available on the Crypto.com App or the Site. We have full discretion on whether or not to accept the changes.
- 8.2. Please note that we will only be able to return the items to you directly at the address indicated when making the order, and not to any third party or company.
- 8.3. You agree to bear any additional cost for any changes, returns or refunds in respect of your order returning items.

9. DATA PROTECTION

9.1. All information submitted by you and collected by Crypto.com in connection with your use of the Platform and Service will be subject to and will be treated in a manner

consistent with Crypto.com Shop Privacy Notice available at: https://crypto.com/privacy/cryptocom_shop.

10. THIRD-PARTY LINKS

- 10.1. Third party links on this Site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
- 10.2. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- 11.1. We do not warrant that the quality of any Merchandise, Services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.
- 11.2. We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free.
- 11.3. You acknowledge and agree that your access and use of the Site and our Services are dependent on third party service providers such as internet, network, connectivity, payment, delivery, warehousing, tracking, shipping or other service providers. Your payment for any transactions or contracts concluded by you for the supply of goods or services formed through the Site is processed by third party payment system providers and we do not retain or process any such payment information. We cannot guarantee the security of such third party payment system(s) or any payment data on the Site. We cannot guarantee the fulfillment of any packing, shipping, tracking of orders, inventory, returns or replacements in respect of the Merchandise or Services which are carried out by third parties. We are not responsible for any acts or omissions of any third parties and disclaim any and all liability in connection with the acts, omissions or defaults of such third parties. Without prejudice to the generality of the foregoing, we are not responsible for the results of any credit inquiry, the availability or performance of the Internet, your connection to the Internet or the actions or inaction of any other person or entity, including any internet service provider. By using and/or accessing the Site, you expressly relieve us from any and all liability in connection with the acts, omissions or defaults of such third parties.
- 11.4. Subject to Section 11.5 below and to the extent permitted by the State of Florida's laws:
 - 11.4.1. The Site, its content, the Service and the Merchandise delivered to you are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or

- implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement;
- 11.4.2. we shall not be liable to you (whether in contract, tort or otherwise) for any loss arising out of or in connection with these terms for lost profits, lost revenues, lost business opportunities, lost data, other intangible losses, punitive, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties to these terms, regardless of whether such damages were direct or indirect, foreseeable or unforeseeable, or whether our or our representatives have been advised of the possibility of such damages;
- 11.4.3. our liability in respect of representations and warranties that cannot be excluded is limited, at our option, to any one of: (i) re-supplying, replacing or repairing the Merchandise or services in respect of which the breach occurred; or (ii) paying the cost of the re-supplying, replacement or repairing of the Merchandise or services in respect of which the breach occurred; and
- 11.4.4. our total liability to you for all losses arising under these Terms shall be limited to the total sums received by us for the Merchandise purchased or ordered by you.
- 11.5. Nothing in these Terms will limit or exclude our liability for:
 - 11.5.1. death or personal injury caused by our negligence;
 - 11.5.2. fraud or fraudulent misrepresentation; or
 - 11.5.3. any matter in respect of which it would be unlawful for us to exclude or restrict liability.

12. INDEMNIFICATION

12.1. You agree to indemnify, defend and hold harmless Crypto.com and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, arising directly or indirectly from your access of and/or use of this Site and/or the Services, including without limitation, any claims or infringement of a third party's rights, any assertion and enforcement of our rights under these Terms, and any breaches of your obligations under these Terms.

13. TAXES

- 13.1. The displayed prices of the Merchandise are exclusive of any customs duties, exchange rate applied by card issuers/ payment service providers, or taxes or any kind, the payment of which is your exclusive responsibility. Therefore, when placing an order, it is your responsibility to ensure with the local authorities that you comply with any prior formalities and / or payment of duties and taxes of any kind related to the import of the products.
- 13.2. Regardless of your shopping destination and the currency you shop in, your purchase may be processed by one of our regional affiliate companies in which case an

international transaction fee may be charged. We are not responsible for any such fee or charge.

14. AMENDMENT AND VARIATION

- 14.1. We reserve the right to discontinue any Merchandise or any Services or modify the descriptions or prices of the Merchandise at any time without notice, at our sole discretion.
- 14.2. These Terms may from time to time be updated or amended, and we will post any such updates on the Platform. Such updated Terms as posted will take effect immediately unless otherwise indicated. You should regularly check the Platform to inform yourself of any such changes. By continuing to use the Platform after any such changes have taken effect, you are indicating your acceptance of the updated or amended Terms. If you do not wish to be bound by any changes or amendments to these Terms, then you should stop using the Platform or purchasing any Merchandise immediately.

15. COPYRIGHT NOTICE

- 15.1. This website and its contents are intellectual properties of Crypto.com. The name "Crypto.com" and our logo are registered trademarks. Your use of the Site and its contents grants no rights to you in relation to any copyright, designs, trademarks and any other intellectual property and material rights relating to the content, including all image rights, sounds, music, video, audio, text and all HTML and other code contained in this Site.
- 15.2. Any redistribution or reproduction of all the contents of this website in any form is prohibited, except for your personal and non-commercial use only.
- 15.3. You may not distribute or commercially exploit all or any of the contents on this website, except as expressly authorized by us and/or our third party licensors. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

16. MISCELLANEOUS

- 16.1. These Terms, and any rights and obligations and licenses granted hereunder, are limited, revocable, non-exclusive and personal to you and 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. Any attempted transfer or assignment in violation hereof shall be null and void.
- 16.2. 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.

- 16.3. 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). Each party acknowledges that in agreeing to these Terms it does not rely on any statement, representation, warranty, or understanding other than those expressly set out in these Terms.
- 16.4. 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.
- 16.5. These Terms shall not be waived in whole or in part except where agreed by all parties in writing.
- 16.6. The delay of enforcement or the non-enforcement of any of the terms 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.
- 16.7. By using the Platform or the Services, you agree that we may provide you with any notices or other communications, including marketing, relating to your use of the Platform or the Services electronically: (a) via email (in each case to the address that you provide), SMS message (message and data rates may apply), or telephone call (in each case to the phone number that you provide), or (b) by posting to the Platform. 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. Notices to us should be sent electronically to our support system at contact@crypto.com.
- 16.8. Other than any entities within the Crypto.com group, a person who is not a party to these Terms has no right to enforce any of these Terms.
- 16.9. Where not otherwise prohibited by local law, any dispute arising from these Terms or your use of the Services, whether brought in arbitration, small claims, or in a state or federal court, shall be brought solely before a court of competent jurisdiction in Miami-Dade County, Florida and will be governed by and construed and enforced in accordance with the laws of the State of Florida, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.