

CRYPTO.COM – Tokenized Stocks Terms & Conditions

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1. Introduction

1.1 The Tokenized Stocks Services, including Stock Earn, (described below) are provided to you by Foris Capital MU Ltd (“**Foris Capital MU Ltd**”) (together with its affiliates, “**Crypto.com**”).

1.2 This document (“**Tokenized Stocks Terms**” or “**Term**”) sets out the terms and conditions, and other important information, that apply to your use of the Tokenized Stocks Services. Our agreement with you in relation to the Tokenized Stocks Services consists of (collectively, the “**Agreement**”) as may be amended from time to time:

- (a) these Tokenized Stocks Terms;
- (b) the Crypto.com App Terms and Conditions (available [here](#)) (“**App Terms**”), as may be amended from time to time;
- (c) the Crypto.com Cash Account Terms and Conditions (available [here](#) and [here](#)) (“**Cash Account Terms**”), as applicable and as may be amended from time to time;
- (d) the Tokenized Stocks Corporate Action policy (available [here](#)), as may be amended from time to time; and
- (e) the relevant Tokenized Stocks FAQs (available [here](#)), as may be amended from time to time.

1.3 In the event of any inconsistency between these Tokenized Stocks Terms and the App Terms or Cash Account Terms in relation to the provision and use of the Tokenized Stocks Services, these Tokenized Stocks Terms shall prevail. Please take the time to read and understand these Tokenized Stocks Terms before using the Tokenized Stocks Services so that you are aware of your legal rights and obligations. Unless otherwise defined herein, defined terms used in these Tokenized Stocks Terms shall have the same meanings given to them in the App Terms.

1.4 By using the Tokenized Stocks Services and/or completing the sign-up process, you are entering into a binding contract with Foris Capital MU Ltd and shall be deemed to have expressly read, understood and agreed to be bound by this Agreement.

1.5 These Tokenized Stocks Terms incorporate within them as though they were fully restated herein, the provisions of the following terms and policies: (i) our privacy notice as accessible at the following link: <https://crypto.com/privacy/global/html> (“**Privacy Notice**”) and; (ii) our cookies policy accessible at the Cookies Consent banner on our Site.

1.6 By agreeing and accepting these Tokenized Stocks Terms, you confirm that you fully understand the risks associated with the Tokenized Stocks Services and/or have sought independent investment, financial, legal, tax and other necessary professional advice before using the Tokenized Stocks Services.

2. Definitions and Interpretations

2.1 The following terms used in these Terms shall have the following meaning(s):

“**Applicable Laws**” means all laws, regulations, rules, directives, orders, and regulatory guidance applicable to you, us, and the Tokenized Stocks service.

“**Collateral**” has the meaning provided in clause 12.1.

“**Distribution**” means the transfer or intermediation of any Tokenized Stocks from a Distributor to an end user in compliance with these Terms.

“Distributor” means an underwriter, dealer or other person approved by Foris Capital MU Ltd who, pursuant to a contractual arrangement, participates in the Distribution of Tokenized Stocks to its end users, including the ability to pass through Minting and Redemption instructions as permitted.

“Trading Venue” means Foris DAX Limited or other exchange operators that provide secondary market trading venue services for Tokenized Stocks and Pass-Through Service, where available.

“Mint” or **“Minting”** means the creation of Tokenized Stocks by or on behalf of Foris Capital MU Ltd following acceptance of an instruction and settlement of any required consideration.

“Redeem” or **“Redemption”** means the burning, cancellation or removal from circulation of Tokenized Stocks by or on behalf of Foris Capital MU Ltd following acceptance of an instruction and settlement of any required consideration.

“Reserve Assets” has the meaning provided in clause 11.1.

“Pass-Through Service” means the service Distributors provide whereby the Distributor receives and transmits end user’s instructions to Foris Capital MU Ltd to Mint or Redeem Tokenized Stocks in accordance with these Terms.

“Securities Broker” means broker or service provider(s) for the sourcing and acquisition of the Underlying Securities as specified by Foris Capital MU Ltd from time to time.

“Stock Earn” has the meaning provided in clause 5.

“Tokenized Stocks” means ledger-based securities (i.e. securities in the form of digital tokens on a distributed ledger or blockchain) issued by Foris Capital MU Ltd made available on supported blockchain networks that reference and provide economic exposure to the price performance of the relevant Underlying Security, and which confer no ownership, voting, dividend or other shareholder rights in the Underlying Security.

“Tokenized Stocks Services” has the meaning provided in clause 4.

“Underlying Security” means, as applicable, a stock, exchange-traded fund, product or other instrument referenced by a Tokenized Stock, as specified by us from time to time.

“we/us/our” means Foris Capital MU Ltd;

“you/your” means the Crypto.com App user who uses the Tokenized Stocks Services.

2.2 Other capitalised terms used but not defined herein shall have the meanings given to them in the App terms and conditions and/or the applicable FAQs.

3. Eligibility

3.1 To be eligible to use the Tokenized Stocks Services, you must:

- (a) be an existing Crypto.com App user and remain at all times in compliance with the App Terms;
- (b) have a Crypto.com App account that is not suspended, restricted, terminated or otherwise;
- (c) be at least 18 years of age or the legal age of majority in the jurisdiction in which you reside to have the necessary legal capacity, right, power and authority to accept these Tokenized Stocks Terms;
- (d) not be located in, under the jurisdiction of, or a national or resident of any of the countries, states and jurisdictions listed in the Tokenized Stocks FAQs;
- (e) have the requisite and necessary experience and risk tolerance for using the Tokenized Stocks Services, and have the experience and knowledge to invest in non-guaranteed financial products;
- (f) not be, and not have a principal or beneficial owner who is or is involved with any third party, which is

subject to or the target of any sanctions imposed by any government or supranational body, including without limitation those imposed by the United Nations, the European Union, any EU country, the UK Treasury, the U.S. Office of Foreign Assets Control, the Bureau of Industry and Security or the U.S. Department of State;

- (g) be the beneficial owner of, and have all right, title and interest in, the assets which you intend to use for the Tokenized Stocks Services.

3.2 You represent and warrant that you meet the eligibility criteria above, and that your use of the Tokenized Stocks Services will not violate any applicable laws in your respective jurisdiction, or these Terms, or the rights of any third party.

3.3 Access to the Tokenized Stocks Services is subject to geographic restrictions. We may at any time restrict, suspend, or discontinue the Tokenized Stocks Services in any jurisdiction (or to any user) for any reason, including in response to regulatory or legal considerations. You are responsible for ensuring that your use of the Tokenized Stocks Services is, and remains lawful despite changes to any applicable laws, your domicile and circumstances. Failure to do so shall be deemed a breach of contract, giving rise to our right to seek any damages, immediately terminate the Tokenized Stocks Services or other services provided to you, and/or to seek any other remedy available to us under the Agreement and/or any applicable laws.

3.4 Notwithstanding your meeting the eligibility criteria above, we reserve the right to refuse your request to use and/or to suspend your use of the Tokenized Stocks Services at any time in our sole discretion, with or without notice to you. Further, we reserve the right to change the eligibility criteria at any time with or without notice to you. If we become aware that you are ineligible otherwise determine that that you are in violation of these Terms and/or the Agreement, we may request that you take follow-up action, suspend your use of the Tokenized Stocks Services immediately without notice, ban you from using any of our or our affiliates' products and services and/or take any other reasonable action in the circumstances. In the event that use of the Tokenized Stocks Services is refused or suspended, you acknowledge that you may not be able to use or have access to your Tokenized Stocks. In addition to the other rights set forth herein and to those that may be available to us, you agree that you will indemnify and hold harmless Foris Capital MU Ltd and its affiliates from any loss, claim, expense, liability, and any other legal or monetary consequences that arise out of or relate to the Tokenized Stocks Services, including without limitation any unauthorized use of the Tokenized Stocks Services, and all uses associated with an ineligible user.

4. Tokenized Stocks Services

4.1 The Tokenized Stocks Services enable eligible users to buy, sell, hold, and transfer Tokenized Stocks via the Crypto.com App. Tokenized Stocks provide economic exposure to the value of an Underlying Security; however, ownership of a Tokenized Stock does not confer any ownership or rights in the Underlying Security, including voting, dividends or distribution entitlements, information, or any residual or liquidation rights. Your exposure is limited to price performance and any discretionary rewards we may grant as described below.

4.2 Tokenized Stocks are unsecured, synthetic instruments that provide contractual economic exposure to the price performance of an Underlying Security. They do not represent direct or indirect ownership of, or any proprietary, beneficial, trust, or security interest in, the Underlying Security or in any assets held by Foris Capital MU Ltd in connection with its hedging of Tokenized Stocks. Any reference in these Terms to Tokenized Stocks being "backed by," "collateralised," or otherwise linked to Underlying Securities or other assets describes Foris Capital MU Ltd's internal hedging and risk management practices only, and does not create any security interest, trust, or proprietary right in favor of Tokenized Stock holders.

4.3 Foris Capital MU Limited is responsible for procuring eligible Underlying Securities from the Securities Broker for its own account and separately issuing Tokenized Stocks on supported blockchain networks that reference and provide economic exposure to the price performance of the corresponding Underlying Security. Tokenized Stocks do not represent and are not backed by any ownership, proprietary or security

interest in the Underlying Security.

4.4 Foris Capital MU Ltd acts as a principal when it Mints and sells Tokenized Stocks to its users and when it buys or sells Tokenized Stocks from or to its users on its own account for secondary liquidity.

4.5 We may make available different types of Tokenized Stocks. The availability of any Tokenized Stock is determined by us at our sole discretion, may vary by jurisdiction, and may be changed, suspended, or discontinued at any time without notice, subject to applicable laws.

4.6 You agree that our affiliate(s) may act as Distributor and/or intermediate or facilitate settlements or transactions pursuant to these Terms.

4.7 We do not provide any investment, financial, legal, tax, or similar advice or personal recommendation in relation to Tokenized Stocks Services (non-advised services) and you remain fully responsible for all investment decisions and actions pertaining to Tokenized Stocks transactions you enter into via the Crypto.com App. Any information received from us or available on the Crypto.com App or our website, including market data, should not be understood as advice or treated as such. All such information and documents were provided to you without taking into consideration your personal circumstances.

5. Stock Earn

5.1 Stock Earn, a feature within the App, and related functionality permits eligible App users ("**Stock Earn Users**") to earn rewards on certain supported Tokenized Stocks maintained in their Stock Earn Accounts ("**Stock Earn Accounts**").

5.2 Clause 5.1 above shall not be taken to imply any back-to-back lending or other arrangement, nor any collective investment, on the part of Crypto.com or any third party on your behalf.

5.3 Stock Earn Users may earn rewards on certain supported Tokenized Stocks that you allocate from your Tokenized Stocks wallet accessible via the App ("**Tokenized Stocks Wallet**") to their Stock Earn Accounts for an indefinite period of time ("**Stock Earn Plan**"). You acknowledge and agree that Crypto.com and/or its Affiliates may, without further notice to you pledge, re-pledge, sell, lend, stake, convert to a different asset class, or otherwise transfer or use any amount of the Tokenized Stocks that you allocate to your Stock Earn Account as we see fit: (a) separately or together with other property; (b) for any period of time; and (c) without retaining in Crypto.com and/or our Affiliates' possession and/or control a like amount of Tokenized Stocks or any other monies or assets, and to use or invest such Tokenized Stocks. Such use may involve a transfer of title in the relevant Tokenized Stocks to Crypto.com and/or its Affiliates, and your right to recovery of an equivalent amount of Tokenized Stocks is a contractual and unsecured claim against Crypto.com. Save for any rewards that you are entitled to under these Terms, you have no claim or entitlement to any benefit that Crypto.com, its Affiliates and/or any other third party may receive from time to time in relation to the Tokenized Stocks that you allocate to your Stock Earn Account.

5.4 Each Stock Earn Plan may maintain only one type of Tokenized Stock and remains subject to an amount up to the maximum value specified by us from time to time (the "**Maximum Value**"). Stock Earn Users are permitted to have multiple Stock Earn Plans provided that the aggregate value of the Tokenized Stocks maintained in all active Stock Earn Plans does not exceed the Maximum Value. In the event that we reduce the Maximum Value such that the aggregate value of the Tokenized Stocks maintained across all of a Stock Earn User's active Stock Earn Plans exceeds the reduced Maximum Value, we will deallocate and transfer the amount that exceeds the reduced Maximum Value, in an equivalent amount of whichever tokenized stocks we choose, from your Stock Earn Account to your corresponding Tokenized Stocks Wallet.

5.5 Each Stock Earn Plan requires a minimum amount of Tokenized Stocks to be maintained ("**Minimum Quantity**") which varies by Tokenized Stock and is disclosed in the App. You must always maintain the Minimum Quantity of a given Tokenized Stock to accrue any rewards in a Stock Earn Plan.

5.6 The duration of each Stock Earn Plan remains at your discretion, subject to the terms of this Agreement. You may deallocate and transfer Tokenized Stocks allocated to a Stock Earn Plan at any time.

5.7 Rewards will begin accruing on the Tokenized Stocks allocated to and maintained in a Stock Earn Plan on the day after you allocate such Tokenized Stocks to your Stock Earn Account. Rewards will accrue daily and will be based on the value of the Tokenized Stocks held in the Stock Earn Plan. No rewards will accrue on rewards already accrued and/or earned. Accrued rewards will be credited in the same Tokenized Stocks allocated and held in the Stock Earn Plan every seven (7) days (beginning on the day after you first allocate such Tokenized Stocks) to your corresponding Tokenized Stocks Wallet. In the event that a Stock Earn Plan is terminated before accrued rewards are credited, such rewards will be forfeited.

5.8 You may withdraw Tokenized Stocks held in a Stock Earn Plan at any time by making a transfer to your Tokenized Stocks Wallet.

5.9 We reserve the right to and at any time, without liability to you to:

- (a) Refuse your request to open an Stock Earn Account;
- (b) Change the eligibility criteria for registration or use of Stock Earn or an Stock Earn Account;
- (c) Close, suspend, limit, restrict, or terminate your access to Stock Earn, the App, or other products and services provided by our Affiliates;
- (d) suspend, restrict, or terminate your Stock Earn Account if:
 - i. We are required to do so by a court order, government order, or a facially valid subpoena;
 - ii. We reasonably suspect you of engaging in Prohibited Activities as described in this Agreement; or
 - iii. We reasonably suspect you of otherwise being in violation of this Agreement or other applicable terms and conditions for products and services offered by Crypto.com or its affiliates.

Upon termination of your Stock Earn Account, you are entitled to recover your Tokenized Stocks in accordance with the App's terms and conditions and this Agreement, unless we are prohibited from doing so by law or a court order or where we reasonably suspect that such funds were obtained through fraud or any unlawful means or in connection with any criminal activities; and

- (e) Change, update, remove, cancel, suspend, disable, or discontinue any features, component, content, incentive, or referral plan of Stock Earn provided that we may not change the rewards rate, maturity date, or other material terms that impact your rewards accrual during the duration of any Stock Earn Plan you have.

6. Minting and Redemption

6.1 All Minting and Redemption are subject to these Terms as published by us from time to time. Minting occurs when Foris Capital MU Ltd issues Tokenized Stocks. Redemptions allow holders to return Tokenized Stocks to Foris Capital MU Ltd for consideration referencing the economic value of the Underlying Security. Foris Capital MU Ltd will manage its resulting exposure in accordance with its internal hedging practices.

6.2 Users and Distributors may submit Mint or Redemption instructions to Foris Capital MU Ltd via the Crypto.com App or approved channels. We may specify submission channels, formats, and cut-off times for instructions; instructions received after a cut-off may be processed on the next business day (or rejected). We may require a pre-funding amount or settlement margin, and we may place limits on the number, size, or frequency of instructions. We may decline, suspend, or cancel instructions where we consider it necessary or appropriate for risk, operational, market, or compliance reasons. Our determinations (acting reasonably and in good faith) are final and binding, subject to applicable laws. Cut-off times, minimum/maximum sizes, suspension rights, fees, settlement assets, and other conditions may differ by Tokenized Stock and jurisdiction.

6.3 You authorise us to communicate your instructions and any necessary information to relevant service providers and to receive any Tokenized Stocks or proceeds on your behalf for onward credit to your account, subject to our operational processes.

7. Custody of Underlying Securities and Tokenized Stocks

7.1 Custody is segregated along two dimensions:

- (a) the Underlying Securities will be held with the Securities Broker under its custodial arrangements for the benefit of Foris Capital MU Ltd; and
- (b) the Tokenized Stocks will be recorded on-chain for the benefit of each user, with Foris Capital MU Ltd maintaining appropriate books, records, reconciliations and controls to align on-chain positions with off-chain reserve holdings.

7.2 For the avoidance of doubt, no Tokenized Stock holder has any proprietary, beneficial, trust, or security interest in the Underlying Securities held under this custodial arrangement.

8. Distribution and Pass-Through Service

8.1 Distributors are solely responsible to perform KYC and AML verification on individuals and entities to whom they distribute Tokenized Stocks prior to any Distribution. We may require Distributors to immediately void any Distribution or Pass-through Services to any ineligible persons.

8.2 To the extent Distributors submit Minting and Redemption instructions on behalf of end users, Distributors represent and warrant that appropriate consents and authorizations are in place with end users. We may require Distributors to implement controls and obtain end-user acknowledgements, including transfer restrictions, data sharing for compliance, and indemnities.

8.3 Distributors must convey required risk disclosures, eligibility warnings, selling restrictions and product documentation access, and ensure that the offering and marketing of any Pass-Through Service complies with applicable laws. We are not responsible for any claims arising from Distributor actions or end-user relationships.

9. Corporate Actions and Market Disruptions

9.1 Where corporate actions occur in respect of an Underlying Security (for example, stock splits, consolidations, mergers, spin-offs, or cash/stock dividends), we will determine, in our sole discretion and acting in a commercially reasonable manner subject to applicable laws, the consequential adjustments (if any) to Tokenized Stocks and any discretionary rewards. We may, but are not obliged to, grant you additional rewards or adjustments linked to corporate actions, and we may take any steps we deem appropriate to maintain economic exposure or protect the integrity of the service (including suspending trading, rebalancing, or amending product parameters). Any such rewards are not guaranteed, may be conditional, and may differ from the treatment of holders of the Underlying Security.

9.2 In the event of market disruption, trading halts, illiquidity, or foreign exchange disruption affecting sourcing or settlement, we may delay, suspend or cancel pending instructions, restrict access, or adjust pricing or settlement until normal conditions resume, acting in good faith and consistent with market practice.

9.3 We are not responsible for delays, shortfalls, or losses arising from relevant service providers' actions or omissions, market conditions, blockchain events, or other factors outside our control.

10. Fees and Charges

10.1 We may charge fees and/or spreads related to Minting, Redemption, holding, or transfer of Tokenized Stocks, as well as network or third-party charges. We may collect Pass-Through Services fees and/or fees on behalf of Distributors or other service providers where applicable. Fees and any changes will be disclosed via the App and relevant FAQs or otherwise communicated by us and may be updated from time to time.

11. Reserve Assets and Hedging

11.1 In connection with the issuance of Tokenized Stocks, Foris Capital MU Ltd will procure and/or hold, for its own account, Underlying Securities and/or other assets (the “**Reserve Assets**”) with an aggregate value that Foris Capital MU Ltd determines and seeks to maintain by reference to the then-current value of outstanding Tokenized Stocks. The Reserve Assets are assets of Foris Capital MU Ltd held to enable Foris Capital MU Ltd to hedge its economic exposure under the Tokenized Stocks it has issued, and may include Foris Capital MU Ltd's claims for delivery of Underlying Securities against its counterparties and, during the settlement period for the purchase and delivery of Underlying Securities, cash positions corresponding to the payment amount for that settlement period. No Tokenized Stock holder is granted any security interest, charge, pledge, trust, proprietary interest or other preferential claim over the Reserve Assets, and a Tokenized Stock holder's rights in respect of the Reserve Assets are solely contractual and unsecured claims against Foris Capital MU Ltd.

11.2 Foris Capital MU Ltd shall monitor the value of the Reserve Assets against the value of outstanding Tokenized Stocks at least once per business day and shall use reasonable efforts to increase or reduce the Reserve Assets to reflect any material variance within the following business day. This is an internal risk management practice conducted for Foris Capital MU Ltd's own account and does not create or evidence any proprietary or security interest in favor of Tokenized Stock holders.

11.3 For the avoidance of doubt, temporary variances between the value of Reserve Assets and the value of outstanding Tokenized Stocks arising from ordinary hedging practices, settlement timing, market hours, or periods when relevant markets are closed (including weekends and public holidays) shall not constitute a breach of these Terms, provided that Foris Capital MU Ltd uses reasonable efforts to address any material variance within the timeframes set out in clause 11.2.

12. Tokenized Stocks as collateral for other products or services

12.1 We may, in our sole discretion and subject to applicable laws, accept certain Tokenized Stocks as collateral (the “**Collateral**”) for other products or services (including, without limitation, margin or derivatives products). Any use of Tokenized Stocks as Collateral will be subject to the specific product terms, rules, eligibility criteria, valuation methodologies, haircuts, concentration limits, liquidation waterfalls, and other parameters applicable to the relevant product. We may change eligible Collateral, haircuts, limits, and other parameters at any time. For the avoidance of doubt, this Collateral arrangement is separate and distinct from the Reserve Assets described in clause 11.1, and the posting of Tokenized Stocks as Collateral under this clause 12 does not affect Foris Capital MU Ltd's obligations in respect of the Reserve Assets.

12.2 You acknowledge that the posting of Tokenized Stocks as Collateral may subject those Tokenized Stocks to transfer, segregation, custody, or liquidation arrangements as set out in the applicable product terms and rules, and that you bear the risk of liquidation or shortfall in accordance with those terms.

13. Risk Disclosure Statement

13.1 Tokenized Stocks involve significant risks and may not be suitable for all investors. Key risks include:

- (a) General risk: Tokenized Stocks involve significant risks and may not be suitable for all investors. You may lose all of your invested capital. You are solely responsible for your investment decisions and should obtain independent legal, tax and financial advice. Past performance is not indicative of future results.
- (b) Market and volatility risk: Prices of Tokenized Stocks may be volatile, influenced by the Underlying Security, broader market conditions, and other factors, and may change rapidly and unpredictably.
- (c) Liquidity risk: You may be unable to buy or sell Tokenized Stocks when desired or at favorable prices due to insufficient demand or market conditions.
- (d) Platform and operational risk: Trading utilises complex systems that may suffer downtime, failures, cyber events, or other disruptions, which can impact order submission or execution.

- (e) Legal and regulatory risk: Laws and regulations relating to tokenized assets and underlying instruments are uncertain and evolving. We may be required to restrict or terminate the Tokenized Stocks Services (or aspects of it) in one or more jurisdictions without notice.
- (f) No shareholder rights: Tokenized Stocks do not confer ownership, voting, dividends, information rights, or any legal claim to Underlying Securities. Returns may differ from direct holding due to fees or product parameters.
- (g) Counterparty risk: If any third-party custodian or service provider involved in the reference or issuance structure fails or becomes insolvent, you may suffer delay, shortfall, or loss.
- (h) Issuer risk: Tokenized Stocks are unsecured contractual obligations of Foris Capital MU Ltd. You do not have any proprietary, beneficial, or security interest in the Underlying Securities, Reserve Assets, or other assets held by Foris Capital MU Ltd to hedge its exposure under the Tokenized Stocks. In the event of the insolvency, winding-up, or default of Foris Capital MU Ltd, you will rank as an unsecured creditor and may lose some or all of the value of your Tokenized Stocks.
- (i) Cybersecurity: Virtual assets and platforms may be subject to hacking, malware, denial of service and other attacks; remedies or compensation are not guaranteed.
- (j) Compensation schemes: You are unlikely to have access to any financial services compensation scheme in your jurisdiction in connection with the Tokenized Stocks Services.
- (k) Tax: You are solely responsible for all taxes arising from your use of the Tokenized Stocks Services, including any gains or income. We may make filings or reports as required by law, but we do not provide tax advice.
- (l) Distribution and redemption process risk. Minting and Redemption instructions may be delayed, suspended, rejected, or partially fulfilled by the Distributor, including due to cut-off times, market hours, liquidity constraints, operational incidents, or compliance checks. You may receive fewer Tokenized Stocks or proceeds than expected or at a different time or valuation than anticipated.
- (m) Blockchain and settlement risk: Transactions may depend on one or more blockchain networks. Network congestion, forks, bugs, validator failures, gas fee spikes, or other events may delay or prevent settlement, or result in permanent loss.
- (n) Price sources, tracking error and oracles. Tokenized Stocks may reference external price sources. Tracking error, stale prices, outages, calculation methodologies, or oracle failures may cause prices to diverge from the Underlying Security.
- (o) Suspension, delisting and corporate events: We or the Distributor may suspend, restrict, or delist a Tokenized Stock. Corporate actions on the Underlying Security may be handled differently from the primary market and may result in adjustments, cash substitutes, or no action.
- (p) Stablecoin/fiat conversion risk: Where settlement uses stablecoins or fiat conversions, you may be exposed to conversion spreads, depegging, bank and payment system risks, or delays.
- (q) Conflicts of interest. We, our Affiliates, or the Distributor may have commercial arrangements, positions, or roles that create conflicts (e.g., as liquidity providers or service providers). We may take actions to manage risk or comply with laws that affect your positions.

14. Representations and Warranties

14.1 In addition to the representations and warranties you gave in the App Terms and Cash Account Terms, you represent and warrant that you are:

- (a) not located in (whether temporarily or permanently) a jurisdiction where it may be unlawful to access our Tokenized Stocks Services; and

(b) not connected with the issuer of any Underlying Security of the Tokenized Stocks in respect of which you have subscribed, including as a director, employee, agent, contractor or professional adviser of such issuer.

15. Authorised Persons

15.1 You are not permitted to act as an agent or representative of any person in relation to the Tokenized Stocks Services. That means that you are the only customer of ours for all purposes and you are solely responsible for performing all your obligations under this Agreement.

16. Availability of the Tokenized Stocks Services and Prohibited Activities

16.1 Without limiting our rights herein, we may at any time: refuse any request to access the Tokenized Stocks Service; change eligibility criteria; close, suspend, limit, or restrict your access; change, update, remove, cancel, suspend, disable, or discontinue any feature, component, content, or incentive; adjust fees or spreads; and/or place parameters or limits on orders or positions.

16.2 Although we will use all reasonable care and skill to make our Tokenized Stocks Services and Crypto.com App Services available when required by you, we cannot guarantee that our Crypto.com App and/or Tokenized Stocks Services will be available all the time. We also cannot guarantee that they will be without interruption, error free, or will meet your individual requirements, or compatible with your hardware or software.

16.3 We will not be liable to you for any loss, damages, expenses or other costs which arise as a result of our Tokenized Stocks Services being unavailable due to technical issues or otherwise, unless such loss, damages, expenses or other costs is a direct result of our fraud, wilful act or gross negligence.

16.4 Where the Tokenized Stocks Services and/or the Crypto.com app is or are unavailable as a result of scheduled or urgent maintenance work, we will make reasonable efforts, where practicable, to give you advance notice of that unavailability.

16.5 You are responsible for making sure that you are able to access our Tokenized Stocks Services when you need to. This includes having access to a device that can connect to our Crypto.com App, maintaining the device so that it functions properly, safely and securely and having adequate internet connectivity. Your access to the Crypto.com App can be interrupted by a weak internet connection or an outdated version of the Crypto.com App. You should ensure that, when using the Crypto.com App, you are connected to a reliable and stable network and your Crypto.com App is always updated to the latest available version.

16.6 You understand that we might suspend access to the Crypto.com App and/or Tokenized Stocks Services in the circumstances described in these Tokenized Stocks Terms.

16.7 In connection with the Tokenized Stocks Service, you must not: violate any applicable laws; provide false, misleading, or inaccurate information; attempt unauthorised access; interfere with systems; engage in data mining or scraping; infringe intellectual property rights; introduce harmful code; or unduly burden or hinder our services.

17. Indemnification

17.1 You agree to indemnify and hold Crypto.com and its third party service providers, and each of their officers, directors, agents, joint venture entities, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to (a) your breach of any of these Tokenized Stocks Terms; (b) your use of the Tokenized Stocks Services and/or the Crypto.com App Services; and (c) your violation of any applicable laws or regulations of any jurisdiction, or the rights of any third party.

18. Amendment and Variation

18.1 These Tokenized Stocks Terms may from time to time be updated or amended. We will post any

such updates on the Crypto.com App or Site and an alert notification will be sent to you. Such updated Terms as posted will take effect immediately unless otherwise indicated. You should regularly check the Crypto.com App and Site to inform yourself of any such changes. In addition, we may at any time change, add or remove any feature or functionality of the Tokenized Stocks Services without prior notice. By continuing to use the Crypto.com App and/or the Tokenized Stocks Services after any such changes have taken effect, you are indicating your acceptance of the updated or amended Tokenized Stocks Terms as well as your acceptance of the updated Crypto.com App. If you do not wish to be bound by any changes or amendments to these Tokenized Stocks Terms, you should stop using the Tokenized Stocks Services immediately.

19. Transfer, Assignment and Delegation

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

20. Severability

20.1 If any provision of these Tokenized Stocks 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 Tokenized Stocks 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.

21. Entire Agreement and Translation

21.1 These Tokenized Stocks 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 Tokenized Stocks Terms you do not rely on any statement, representation, warranty, or understanding other than those expressly set out in these Tokenized Stocks Terms.

21.2 These Tokenized Stocks 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 Tokenized Stocks Terms shall prevail (except where expressly prohibited by law).

22. Waiver

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

22.2 The delay of enforcement or the non-enforcement of any of the terms of these Tokenized Stocks 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 Tokenized Stocks Terms and no right, power or remedy conferred upon or reserved for any party in these Tokenized Stocks Terms is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

23. Notices and Communications

23.1 By using the Crypto.com App Services, you agree that we may provide you with any notices or other communications, including marketing, relating to your use of the Crypto.com App Services electronically:

(a) via email (in each case to the email 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 chat.crypto.com.

24. Third Party Rights

24.1 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.

25. Governing Law and Jurisdiction

25.1 These Terms are governed by and shall be construed in accordance with the substantive law of Hong Kong, without regard to any choice or conflict of laws rules.

25.2 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 settled by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration Clause shall be Hong Kong law. The seat of arbitration shall be in Hong Kong. Any arbitration commenced pursuant to this Clause shall take place in the English language. The number of arbitrators shall be one, to be appointed by agreement between the parties to the proceedings. Failing such agreement within fourteen (14) days from the due notification of a written request to concur in the appointment of the arbitrators, appointment shall take place by the Chairman of the HKIAC.