

Level Up Program Staking Terms and Conditions

Last update: 6 November 2024

IF YOU ARE A USER BASED IN BRAZIL, THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOU: <https://crypto.com/document/cardholder-cro-staking-tncs-br>. PLEASE REFER TO THE TERMS AND CONDITIONS IN THE SAID LINK INSTEAD OF THE TERMS AND CONDITIONS BELOW.

SE VOCÊ FOR UM USUÁRIO RESIDENTE NO BRASIL, SERÃO APLICÁVEIS A VOCÊ AS SEGUINTE REGRAS DO PROGRAMA DE RECOMPENSAS: <https://crypto.com/document/cardholder-cro-staking-tncs-br>. CONSULTE OS TERMOS CONTIDOS NO REFERIDO LINK AO INVÉS DOS TERMOS ABAXIAL.

1. General Provisions

- 1.1. Description of Service.** The Level Up Staking (“**Program**”) is a program within the Crypto.com App Services, permits eligible Crypto.com App users to earn rewards and receive benefits associated with the application for and/or usage of the Program.
- 1.2. Optional and Voluntary Use.** You are not required to stake your CRO in the Program and you can opt out of any Staking Services (as defined below) by unstaking your Staked CRO (as defined below) at any time. The use of any other product offered by us or our Affiliates is not dependent on or determinative of your election to stake or otherwise use the Program. You are not obliged to purchase CRO on the Crypto.com App, from us or any of our Affiliates, in order to stake your CRO or use in the Program. Before you begin staking, please note and understand the difference between unstaking and unbonding, and how your actions to unstake is dependent on the unbonding period put in place by the Supported Blockchain Network (as defined below). The unbonding period may be beyond our control and is distinct from and applies in addition to the Holding Period (as defined below) imposed by us. Use of the Program can be risky and you should conduct your own due diligence and consult your advisors before making any decision regarding whether to use the Program.
- 1.3. Contractual Agreement.** These terms and conditions (“**Terms**”), and any others referenced or incorporated herein, constitute a legally binding contract between you, as a User (as defined below), and the Relevant Entity (as described below) that conducts the Program (together, the “**Agreement**”). By using the Program, you are entering into a binding contract and shall be deemed to have expressly read, understood and agreed to be bound by these Terms in addition to the Crypto.com App terms and conditions (“**App T&Cs**”) and the Crypto.com Visa/Mastercard Card terms and conditions (“**Card T&Cs**”) applicable in your jurisdiction. Unless otherwise stated, defined terms used in these Terms shall have the same meanings given to them in the App T&Cs. In the event of any inconsistency between (a) the App T&Cs and/or the Card T&Cs and (b) these Terms with respect to the Program, these Terms shall prevail; except for aspects relating to the application and/or usage of the App and/or the Crypto.com Visa/Mastercard Card, in which case the respective App T&Cs and/or the Card T&Cs shall prevail.
- 1.4. Relevant Entity.** For purposes of these Terms, the Relevant Entity that provides you with the Crypto.com App Services delivered by way of the Crypto.com App will provide the Program as described in these Terms and the Program FAQs (as defined below). By participating using in the Program, each Crypto.com App user (“**User**”) acknowledges and understands they shall comply with the Agreement

which is final and binding in all respects. Throughout these Terms, references to “Crypto.com,” “we,” “us,” and “our” mean the Relevant Entity, as applicable.

1.5. Definitions.

- a. **“Cardholder”** means a Crypto.com App user who is a holder and user of the Crypto.com Visa/Mastercard Card.
- b. **“CRO”** means the native token of the Cronos POS chain.
- c. **“Level Up Tier”** means the different Level Up Program tiers, each such tier will require User to stake a corresponding specified amount of CRO through Level Up Staking (as defined below) to be eligible for it, which will determine the corresponding Card Benefits, and other non-Card benefits, that User may receive at our sole discretion.
- d. **“POS”** means Proof of Stake consensus mechanism.
- e. **“Program FAQs”** means the applicable Level Up Staking Services FAQs published on the Site [here for existing Cardholders](#), and [here](#) for Cardholders that applied for a card on or after 5 November 2024, as may be updated from time to time.
- f. **“Staking Service”** means the online service that gives eligible User the option to engage in POS consensus mechanisms on the Supported Blockchain to secure the applicable network, by validating transactions propagated over the network.
- g. **“Supported Blockchain Network”** means the Cronos POS chain.

2. Eligibility.

2.1. To be eligible to use the Program, you must:

- a. be an existing Crypto.com App user and remain at all times in compliance with the App T&Cs;
- b. have a Crypto.com App account that is not suspended, restricted, terminated or otherwise;
- c. be a Cardholder and remain at all times in compliance with the Card T&Cs;
- d. 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 Terms;
- e. not be located in, under the jurisdiction of, or a national or resident of any of the countries, states and jurisdictions listed in the Program FAQs;
- 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 (“**OFAC**”), the Bureau of Industry and Security (“**BIS**”) or the U.S. Department of State;
- g. be the beneficial owner of, and have all right, title and interest in, the CRO which you intend to stake via use of the Program; and

- h. read, understand, and agree to these Terms, the relevant Crypto.com Privacy Notice as applicable to you in your jurisdiction, Cookie Policy and the Program FAQs as may be updated from time to time.

Without limiting any of our rights herein, your eligibility to participate in the Program is at all times subject to your continuing compliance with these Terms and the foregoing eligibility criteria.

- 2.2. You represent and warrant that you meet the eligibility criteria in Clause 2.1 above, and that your use of the Program will not violate any Applicable Laws in your respective jurisdiction, or the Terms, or the rights of any third party. You are responsible for ensuring that your use of the Program is, and remains lawful despite changes to 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 Program or other Services provided to you, and/or to seek any other remedy available to us under the Agreement and/or Applicable Law.
- 2.3. 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 Program 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. This will not affect your rights to unstake your Staked CROs (as defined below), however, if we become aware that you are ineligible to be a User or 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 Program 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 Program is refused or suspended, you acknowledge that you may not be able to use or have access to your Staked CRO. 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 Crypto.com, its Affiliates and any Staking Providers (as defined below) from any loss, claim, expense, liability, and any other legal or monetary consequences that arise out of or relate to the Program, including without limitation any unauthorized use of the Program, and all uses associated with an ineligible User.

3. The Program.

- 3.1. **Level Up Staking.** In order to participate in the Program, you agree to stake the specified amount of CRO through the Staking Service required to be eligible for your preferred Level Up Tier, as specified in the Program FAQs [here](#), (“**Holding Period**”), in accordance with the these Terms (“**Level Up Staking**”). If you are an existing Crypto.com Card holder with a Crypto.com Card issued before 6 November 2024, please refer to these [FAQs](#) for the applicable Holding Period (180 days). By accessing or using the Staking Service, you understand and agree that we may engage our Affiliates and/or third-party service provider(s) (together, the “**Staking Providers**”) to facilitate the staking of the CRO on your behalf (“**Staked CRO**”), by acting as a transaction validator on the Supported Blockchain Network.
- 3.2. **Validation Rewards.** In return for securing the Supported Blockchain Network, the Supported Blockchain Network may provide transaction validators with a reward (“**Validation Reward**”). If the Staking Providers successfully validate a block of transactions in respect of your Staked CRO, you are entitled to an applicable portion of the Validation Reward in proportion to the amount of your Staked CRO (less any applicable fees). The Validation Rewards are granted by and determined by the

protocol of the Supported Blockchain Network. You have no right to any Validation Reward in respect of the Staked CROs until it is generated (or unbonded as applicable) by the Supported Blockchain Network and disbursed to you via blockchain addresses facilitated by us. Depending on the Supported Blockchain, it may take time before your Staked CROs are eligible to participate in transaction validation and start receiving rewards.

- 3.3. Level Up Staking Rewards.** We may, at our sole discretion, provide you with our approximated projection (“**Estimated APR**”) of the actual Validation Rewards you may be entitled to if the Staking Providers successfully validate a block of transactions in respect of your staked CRO, less a fee payable for the provision of the Crypto.com Visa/Mastercard Card Services (and the Card Benefits corresponding to the applicable Level Up Tier, other than the Level Up Staking Rewards) (“**Level Up Staking Rewards**”), as expressly set out in the Program FAQs and which may be updated from time to time. Following the receipt of Validation Reward from the Supported Blockchain Network, if any, we shall (dependent on the Supported Blockchain Network and the terms of our agreement with any Staking Provider) facilitate the distribution of the Level Up Staking Rewards to you. You understand that the Estimated APR provided by us is purely an estimation of the Level Up Staking Rewards and is in no way a guarantee or confirmation that you will actually receive such Level Up Staking Rewards or such amount of Level Up Staking Rewards. You acknowledge that the Estimated APR and Level Up Staking Rewards, including the timing and frequency of Level Up Staking Rewards, may change over time and is dependent on the Supported Blockchain Network and the fee we may charge for providing you with the Services with respect to the Crypto.com Visa/Mastercard Card and the Card Benefits, which is subject to change in our sole discretion. WE, OUR AFFILIATES, AND/OR THE STAKING PROVIDERS, DO NOT GUARANTEE THAT YOU WILL RECEIVE ANY LEVEL UP STAKING REWARDS, OR THE ESTIMATED APR. YOU ACKNOWLEDGE AND AGREE THAT WE, OUR AFFILIATES AND/OR THE STAKING PROVIDERS, ARE NOT LIABLE FOR ANY FAILURE BY THE SUPPORTED BLOCKCHAIN NETWORK OR OTHER THIRD PARTY IN DISBURSING ANY LEVEL UP STAKING REWARD.
- 3.4. Slashing.** The Supported Blockchain Network may subject Staked CROs to “slashing” if the transaction validator representing those assets incorrectly validates or fails to validate a transaction. Slashing typically involves the reduction or confiscation of a validator’s assets as a consequence of their improper actions. As a result, there may be non-payment of Validation Rewards and the Staked CROs may be subject to a penalty. The Staking Providers will use reasonable skill, care and diligence in delivering services, including in seeking to prevent any Staked CROs from slashing; however, in the event that slashing occurs, unless otherwise provided in this Agreement, we will have no obligation to replace your Staked CROs unless the penalties are the result of our failure to use reasonable skill, care and diligence; we will not be obliged to replace your Stakes CROs if slashing occurs as a result of (i) your acts or omissions; (ii) maintenance of the Supported Blockchain Network, bugs, errors; (iii) acts by a hacker or other malicious actor; or (iv) Force Majeure Events. You acknowledge and agree that slashing may result in partial or total loss of your Staked CROs and applicable portion of the Validation Rewards, which will result us being unable to distribute a portion or the entire amount of Level Up Staking Rewards to you.
- 3.5. Redemption and Unbonding Period.** You may request to unstake your Staked CROs at any time after the Holding Period. Upon receipt of your request, we will

initiate the unstaking process as soon as practicable and in any case without undue delay. You acknowledge that your unstaking request is irrevocable and that you forfeit any Validation Rewards which, at the point of the unstaking request, have not been distributed by the protocol of the Supported Blockchain Network, and therefore you forfeit the resulting Level Up Staking Rewards. You acknowledge and agree that the redemption of or access to Staked CROs may be delayed as a result of the full waiting period imposed by the Supported Blockchain or due to network conditions of the Supported Blockchain Network.

3.6. Governance and Voting. The underlying protocol of the Supported Blockchain Network may offer stakers the ability to vote on matters related to the governance of protocol-level issues. You agree that Staking Providers have no obligation to support any governance or voting in respect of your Staked CROs, and further that in certain cases, Staking Providers may vote on your behalf e.g. where Staking Providers or the applicable protocol does not support delegated voting.

3.7. Card Benefits. In return for your use of the Program by engaging in Level Up Staking, we may award you with certain purchase rebates, cashback rewards and/or other benefits associated with our Affiliates' products and services corresponding with your Level Up Tier as set out in the Program FAQs, in addition to the Level Up Staking Rewards (together, the "**Card Benefits**"). If you request to unstake your Staked CROs, you will stop receiving the Card Benefits immediately. If for any reason the Card Benefits, or any part of a Card Benefit, is unavailable or a Card Benefit or related event is delayed, cancelled or postponed, or for any other reason, Crypto.com reserves the right to modify the Program and the Card Benefits in its sole discretion. No substitution, transfer, assignment or cash equivalent of the Card Benefit or any portion thereof, is permitted by the User. Crypto.com and its Affiliates shall have no responsibility or obligation to a User who is unable or unavailable to, or who does not for any reason, accept or utilize a Card Benefit. All costs and expenses not specifically listed above as part of the Card Benefit are solely the User's responsibility.

Our Rights. Crypto.com shall have the sole discretion to cancel, terminate, suspend, modify or replace the Program or any aspect of the Program (including the Level Ups Staking Rewards and/or Card Benefits) at any time, without prior notice to you and for any reason, including, but not limited to, if the Program is not capable of running as planned which in our sole determination corrupts or affects the administration, security, fairness, integrity or proper conduct of the Program or for any regulatory or legal reasons. In the event of such cancellation, termination, suspension, modification or replacement, we shall use reasonable endeavours to facilitate the return to you your Staked CROs

4. Prohibited Activities. In addition to other prohibited activities set forth elsewhere in, and without limiting any other provision of these Terms, by participating in the Program, you agree that you will not do any of the following:

- a. engage in any activity that would violate or assist in the violation of any Applicable Laws;
- b. violate or breach any terms or conditions in the Agreement, any other agreement or set of applicable terms and conditions, our Privacy Notice (as applicable to you), our Cookie Policy, or the Program FAQs;
- c. provide us with any false, inaccurate, or misleading information or otherwise attempt to defraud us;
- d. attempt to gain unauthorized access to our network, system, or websites or Digital Asset Wallets other than your own;

- e. decompile, disassemble, or otherwise reverse engineer the App, the Program, or any other related product, program, source code, interface protocol or system or in any way infringe on our or any third-party intellectual property rights including, but not limited to, copyrights, patents, trademarks, or trade secrets;
- f. engage in any form of data mining, indexing, scraping, surveying, or otherwise, or use any robot, spider, or scraper with respect to the App, the Program, or any other related product, program, or system; or
- g. unduly burden or hinder the functionality and/or operation of any aspect of the App, the Program, or any other product, program, or system offered, maintained, or provided by us or our Affiliates.

5. Indemnification. You will defend, indemnify, and hold harmless Crypto.com, its Affiliates, Staking Providers, or any of its third party service providers and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (a) your use of the Program, or receipt or use of any Card Benefit and/or any Card Benefit component; (b) your breach of the Agreement or applicable terms and conditions; or (c) your violation of any Applicable Laws, or the rights of any third party.

6. LIMITATION OF LIABILITY

6.1. THE CARD BENEFITS ARE OFFERED AND PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, WE DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING TITLE, NON-INFRINGEMENT, TIMELINESS, QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF ANY SERVICE OR ANY GOODS PROVIDED INCIDENTAL TO THE PROGRAM PROVIDED UNDER THESE TERMS.

6.2. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THE AGREEMENT OR OTHERWISE MADE AVAILABLE TO YOU FROM TIME TO TIME AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, AND EXCEPT FOR ACTIONS OR CLAIMS ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL CRYPTO.COM OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGE OR CLAIMS:

- a. ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE PROGRAM FOR ANY TYPE OF INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT OF GOODS, LOSS OF TECHNOLOGY, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE;
- b. DUE TO AN UNUSUAL OR UNFORESEEABLE EVENT, OUTSIDE OUR REASONABLE CONTROL AND THE CONSEQUENCES OF WHICH COULD NOT HAVE BEEN AVOIDED EVEN IF ALL DUE CARE HAD BEEN EXERCISED (INCLUDING BUT NOT LIMITED TO FORCE MAJEURE EVENTS);

- c. ARISING FROM OR IN CONNECTION WITH: (I) ANY INTERRUPTION, DELAY, SUSPENSION, DISCONTINUANCE OR FAILURE OF THE PROGRAM, STAKING SERVICE OR SUPPORTED BLOCKCHAIN NETWORK; (II) ANY REFUSAL TO PROCESS OR AUTHORISE, OR ANY REVERSAL OF, ANY ACTION FOR ANY REASON; (III) YOUR INABILITY TO EFFECT OR COMPLETE ANY ACTION DUE TO SYSTEM MAINTENANCE OR BREAKDOWN / NON-AVAILABILITY OF THE CRYPTO.COM APP, NETWORK, OUR HARDWARE OR SOFTWARE OR THAT OF ANY THIRD PARTIES; (IV) USE OF YOUR ENABLED DEVICE AND THE SERVICES BY THIRD PARTIES, WHETHER AUTHORIZED OR UNAUTHORISED BY YOU; (V) ANY THEFT OR LOSS OF YOUR ENABLED DEVICE; (VI) ANY UNAUTHORISED OR INELIGIBLE USE OF THE PROGRAM OR THE SERVICES CONTRARY TO THE AGREEMENT; AND
- d. DUE TO COMPLIANCE WITH APPLICABLE LAWS AND/OR COURT ORDERS.

6.3. Our liability in respect of representations and warranties that cannot be excluded under the Agreement is limited to, at our option, any one of resupplying, replacing, or repairing, or paying the cost of thereof, the services in respect of which the breach occurred.

6.4. IN NO EVENT WILL THE AGGREGATE LIABILITY OF CRYPTO.COM AND/OR ITS AFFILIATES FOR ANY LOSS OR DAMAGE ARISING IN CONNECTION WITH THE PROGRAM EXCEED THE VALUE OF THE REWARDS GRANTED TO YOU. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

7. Miscellaneous Provisions

7.1. **Tax Obligations.** Uncertainty in the treatment of taxes related to Digital Assets may expose you to future or unknown tax obligations. It is your sole responsibility to determine what taxes, if any, arise from your use of the Program and/or receipt of the Rewards. Further, you are solely responsible for reporting and paying any applicable taxes. Except to the extent that we are required by Applicable Laws, we will not determine whether, or to what extent, you are liable for taxes, report them, or withhold them. Without limiting the foregoing, we reserve the right to make any tax filings and reporting (including reporting of your transactions and activities) and to take any other action that we deem necessary to comply with applicable tax obligations.

7.2. **Relationship.** Crypto.com is not your trustee, investment advisor, investment manager or fiduciary. By participating in the Program, Crypto.com does not become a trustee, investment advisor, investment manager or form any sort of fiduciary relationship with you. We have no trust or other obligations with respect of your Digital Assets other than those expressly specified in the Agreement.

7.3. **Entire Agreement.** The Agreement (together with the Privacy Notice, Cookie Policy and Program FAQs) constitute the entire agreement between you and us with respect to the Program and supersedes and invalidates all prior representations, understandings, agreements, or communications between you and us, whether written or verbal, express or implied. You acknowledge that in agreeing to the Agreement you do not rely on any statement, representation, warranty, or understanding other than those expressly set out in this Agreement.

- 7.4. Amendments.** We may amend or modify the Agreement from time to time by posting the updated Agreement on the Crypto.com App or in accordance with the App T&Cs and such amendment or modification shall take effect immediately. Your continued use of the Program constitutes your acceptance of the updated Agreement; if you do not agree with the updated Agreement, your sole and exclusive remedy is to discontinue use of the Program.
- 7.5. Severability.** If any provision, in whole or in part, of the Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or a governmental body, such provision shall be changed and interpreted to accomplish its objectives to the greatest extent possible under applicable law and the validity and enforceability of any other provision of the Agreement shall not be affected.
- 7.6. Survival.** All provisions of the Agreement which by their nature extend beyond its termination, including, without limitation, provisions pertaining to suspension and termination, shall survive such termination.
- 7.7. Waiver.** The Agreement shall not be waived in whole or in part except where agreed by all parties in writing. The delay of enforcement or the non-enforcement of any of the terms of the Agreement 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 the Agreement and no right, power or remedy conferred upon or reserved for any party in the Agreement is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.
- 7.8. Assignment, Delegation, or Transfer.** The Agreement, and any rights and obligations 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 or the Program. Any attempted transfer or assignment in violation hereof shall be null and void.
- 7.9. Third Party Rights.** Other than any entities within the Crypto.com group, a person who is not a party to the Agreement shall have no right under the Agreement.
- 7.10. Governing Law and Dispute Resolution.** These Terms are governed by and shall be construed and take effect in accordance with the “Governing Law and Jurisdiction” clause of the App T&Cs as applicable to you in your jurisdiction.
- 7.11. Risk Warning.** You understand and agree that your use of the Crypto.com App and use of the Program is at your own risk. This section is not exhaustive and does not disclose all the risks associated with Digital Assets and the use of our products and services. You should carefully consider whether such use is suitable for you in light of your circumstances and financial resources. Participation in the Program can be risky and you should conduct your own due diligence and consult your advisors before making any decision regarding whether to participate in the Program. Don't participate in the Program unless you're prepared to lose all the staked CRO.

8. Disclosures

8.1. Legal and Regulatory. The regulatory status of Digital Assets is currently unsettled, varies among jurisdictions, and is subject to significant uncertainty. It is possible that in the future, certain laws, regulations, policies, or rules relating to Digital Assets, blockchain technology, or blockchain applications may be implemented which would directly or indirectly affect or restrict the services that we provide to you.

You are responsible for determining whether your use of the program and the use of any of our related services is legal in your jurisdiction and you shall not use them should such use be illegal in your jurisdiction. If you are uncertain, please seek independent legal advice.

We may be forced to suspend, discontinue, or to change aspects of the Program (including the Card Benefits) and any of the Services in any jurisdictions, without notice and for whatever reason. In such instances, funds in your Digital Assets Wallet may be frozen for an indefinite period of time until the matter is resolved.

8.2. Cybersecurity. Digital Assets may be subject to expropriation, theft and/or fraud; hackers and other malicious groups or organizations may attempt to interfere with our network and/or system in various ways including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing which may result in the loss of your Digital Assets or the loss of your ability to access or control the same. In such an event, we do not guarantee any remedy, refund, or compensation.