

Terms and Conditions

Crypto.com Chain Crossfire Mainnet Dry-Run is a competition sponsored by DeFi Labs (“**Crypto.com**” or the “**Company**” or “**we**”) open to the general public for registration (“**Crypto.com Chain Crossfire Mainnet Dry-Run**”, also referred to as “**Crossfire competition**” or “**Mainnet Dry-Run**”). Registrants have to set up validator nodes on a special setup testnet and perform a series of tasks (“**Tasks**”) on the (i) Crypto.com Chain websites (including but not limited to main website (<https://chain.crypto.com>), testnet faucet and block explorer), (ii) Croeseid testnet, (iii) Crossfire testnet, (iv) platform and (v) other related products (collectively, the “**Crypto.com Chain Services**”) over the course of the four phases of the Crossfire competition (individually, a “**Phase**”), and in doing so may be deemed “**Participants**”. Participants are rewarded with Crypto.com Chain mainnet tokens (“**CRO Rewards**”) for active participation in the Crossfire competition, in accordance with the reward system set out in the Official Rules and as determined by Crypto.com in its sole discretion.

By submitting an application, using the Crypto.com Chain Services and/or participating in any phase of the Crossfire competition, each participant (“**You**” or “**you**” or “**Participant**”) agrees to be bound by the Terms and Conditions herein (also referred to as the “**Terms**”), including the waiver and release set forth in section 19, and by the Official Rules (collectively with the Terms, this “**Agreement**”), and the decisions of Crypto.com, which are final and binding in all respects. Please read the Official Rules and these Terms carefully before registering for and/or entering as a Participant in the Crypto.com Chain Crossfire Mainnet Dry-Run. If you do not agree to this Agreement or any part thereof, do not use the Crypto.com Chain Services.

1. Eligibility; Participating in the competition

- In order to use the Crypto.com Chain Services and participate in the Crossfire competition, you must:
 - a. Be a natural person and be eighteen (18) years of age or older at the time of entry;
 - b. Not be a resident, living in, or accessing or participating in the Mainnet Dry-Run from any of the [restricted countries](#) at the time of entry and during the Mainnet Dry-Run (the list of restricted countries can be found in the Official Rules);
 - c. Submit your application for entry between the start of the registration period on 17 December, 2020 13:00 UTC and its end on 11 January 2021 12:59 UTC, as may be extended by Crypto.com, including without prior notice (“**Registration Period**”);
 - d. Comply with the registration procedure as set out in the Official Rules, including completing and submitting the Google form (“**Registration Procedure**”) or be referred by another Participant, as set out in the Official Rules referral program section (“**Referral Program**”) and complete the Registration Procedure within the Registration Period; and
 - e. Accept these Terms.

- By submitting your application in accordance with the Registration Procedure and/or Referral Program or otherwise attempting to participate in the Mainnet Dry-Run, you acknowledge and agree that the selection of Participants is at Crypto.com's sole discretion. Crypto.com reserves the right to select Participants and reject applicants in accordance with criteria that it may determine, and amend from time to time, in its sole discretion.

2. Eligibility; Claiming the Reward

- In order to claim any reward, you must:
 - a. Fulfill all the eligibility requirements in section 1 of these Terms; and
 - b. Provide Know Your Customer ("**KYC**") documentation, as requested by Crypto.com or by the Crypto.com KYC provider, prior to claiming the potential reward in the Crossfire, and satisfy the KYC requirements.
- Rewards will be distributed depending on Tasks successfully undertaken and Phases of the Crossfire competition completed, in accordance with the Official Rules and section 9 on CRO Rewards, below.

3. Participation Details

- I. A confirmation email will be sent to successful Applicants to participate in the competition, at the email address provided in the Registration Procedure.
- II. The objective of the Crossfire competition is for Participants to sign block commitments and to support an idling Network as described in section 3(V.) below, and detailed in future Blog Posts (defined below) during the course of the Crossfire competition.
- III. As a Participant during Mainnet Dry-Run you will participate in the following services:
 - A. Running a node;
 - B. Maintaining an **Up Time** (defined below) of 50% for a duration to be specified by the Company;
 - C. Signing block commitments through your validator and submitting these to the network;
 - D. Participating in the Tasks provided by the Company during the competition;
 - E. Performing network upgrades; and
 - F. Reporting any software bugs to the Company.Such services, collectively, are the "**Network Services.**"
- IV. Network Services shall be calculated at Crypto.com's sole discretion, beginning from the Participant's first validator block commitments and from Participant's relative performance thereafter.
- V. Participants are required to run the latest version of the Crypto.com Chain Services when participating in the Crossfire competition and providing Network Services.
- VI. "**Up Time**" means the number of slots where block commitments are provided by the participant node divided by the number of slots available. Participant's percentage of Up Time will be calculated in relation to the total number of blocks generated for the

purposes of judging and your potential CRO Rewards, if any, as will be fully announced in the Communication Channels (defined below) prior to or during each event. Such compensation is pegged to each Participant and no additional compensation will be considered or tendered by Participants who run multiple nodes.

- VII. Competition details, including Tasks and the particular Network Services to be provided, will be announced in blog posts on the Crypto.com Official Blog (<https://blog.crypto.com/>) ("**Blog Posts**"). If there are any differences between these Terms and the Blog Posts, the rules and details on the Blog Post shall be followed.
- VIII. Crypto.com reserves the right to make amendments to the Task details, including but not limited to the reward condition and reward amount.
- IX. These Terms are not intended to nor do they create or establish any partnership, joint venture, agency, employment relationship, or any other joint business relationship between you and Company or any of its affiliates. You understand and agree that you are an independent contractor to the Company and are not authorized to act as, or represent oneself as, an officer, employee or agent of the Company for any purpose. No Participant has any authority to enter into any agreements or incur any obligations on behalf of the Company. No Participant will be eligible for participation in the Company's employee benefit programs, unemployment benefits, or compensatory arrangements for service providers by virtue of their participation under these Terms. Each Participant is solely responsible for all applicable foreign, federal, state and local taxes, interest and penalties associated with the Participant's eligibility to receive, receipt of and disposition of any CRO in connection with these Terms.
- X. With respect to each Participant, the Company will not withhold any amounts for payment of any federal, state, or local taxes unless applicable law requires us to do so. You expressly acknowledge and agree that you have the sole responsibility to pay all taxes, if any, and file all tax returns required by applicable laws, in respect of any amounts provided by the Company or its affiliates to you due to participation under these Terms that may be applicable to you.
- XI. Once the Company announces the end of the Crossfire competition, Participants must discontinue their nodes and discontinue their use of the Network Services or Crypto.com Chain Services within 7 days after the end of the Crossfire competition.

4. Referral Program

- I. Participant may refer one or more persons ("**Referees**") to join the competition. Referees must satisfy the requirements of section 1 of these Terms in order to participate in the Crossfire competition.
- II. Each Referee may only be referred by one other Participant ("**Referrer**").
- III. Participant must specify the Referrer identified by registration email in the registration form. Crypto.com does not accept any amendment to the referral after the registration form is submitted.
- IV. Upon completion of the Entry Level Tasks by both Referrer and Referee, the Referrer and Referee may each receive a referral bonus in CRO. The latest Entry Level Tasks details may be found on the Blog Post.

- V. The referral bonus is distributed as part of the CRO Reward, and the distribution follows the terms in section 9.

5. Testnet and Testnet CRO Token

- I. The Company will issue and distribute testnet CRO (“**TCRO**” or “**Testnet Funds**”) on the Mainnet Dry-Run for use solely in and for the purposes of the Crossfire competition, and only during the Competition Period.
- II. TCRO contains no monetary value and cannot be exchanged for CRO, cash, securities or other property, and are at all times the sole property of the Company.
- III. After the Crossfire competition, the testnet for the Mainnet Dry-Run will be decommissioned and all TCRO on it will no longer be accessible.

6. Termination of Participation

- I. Crypto.com reserves the right to immediately terminate any Participant’s participation in the Crossfire Competition at Crypto.com’s absolute sole discretion for whatever reason, in particular who has engaged in Prohibited Behaviour (defined below).
- II. If the Participant’s participation in the Crossfire competition is terminated by Crypto.com for any reason, he or she forfeits all CRO Rewards from the Crossfire competition, including any CRO Rewards from Tasks that were completed prior to termination.

7. Penetration and Vulnerability Testing

- You are solely responsible for checking with your cloud service, data-center or other applicable third-party service providers to see if they require submission and approval or other disclosures for you to conduct vulnerability and penetration testing. We will not be responsible for any losses, liabilities, damages, or claims related to vulnerability and penetration testing performed by you or on your behalf. For example: (1) Amazon Web Services’ (a) Customer Support Policy for Penetration Testing can be found at: <https://aws.amazon.com/security/penetration-testing/>, (b) Acceptable Use Policy can be found at: <https://aws.amazon.com/aup/>, and (c) information regarding vulnerability reporting can be found at: <https://aws.amazon.com/security/vulnerability-reporting/>; and (2) Google’s Vulnerability Reward Program Rules can be found at: <https://www.google.com/about/appsecurity/reward-program/> and Google Cloud Platform’s Acceptable Use Policy can be found at: <https://cloud.google.com/terms/aup>.

8. Prohibited Behaviour

- I. You are not allowed to use the TCRO in any manner contrary to this Agreement and any announcements made through the Communication Channels, including but not limited to selling the TCRO or using it in exchange for any service.

- II. You will comply with all applicable law. You are solely responsible for your conduct while using the Crypto.com Chain Services and while participating in the Crossfire competition. You will not (in each case except as otherwise contemplated as part of this Agreement and Network Services as set forth in this Agreement):
- A. Impersonate any person;
 - B. Delegate tokens from entities that are not the Company to a validator's stake
 - C. account;
 - D. Sell or resell any part of the Crypto.com Chain Services;
 - E. Provide Network Services from a jurisdiction other than the jurisdiction of your residence (as determined by the KYC documentation provided by you);
 - F. Modify the Crypto.com Chain Services, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon the Crypto.com Chain Services without complying with any relevant open source software license provisions;
 - G. Use the Crypto.com Chain Services other than for their intended purpose as set out in this Agreement and as may be further detailed in Communication Channels or in any manner that could interfere with, disrupt, negatively affect or inhibit other users and Participants from fully enjoying the Crypto.com Chain Services or that could damage, disable, overburden or impair the functioning of the Crypto.com Chain Services in any manner;
 - H. Use the Crypto.com Chain Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms;
 - I. Breach any of the terms of this Agreement;
 - J. Submit fraudulent or otherwise improper submission materials;
 - K. Engage in any Violation of Service Providers' Acceptable Use Policy (defined below);
 - L. Engage in any Social Engineering (defined below)
 - M. Cause or engage in causing any long-term damage, including loss of function or loss of value, to a validator setup; or
 - N. Exploit or engage in exploiting Application-level Security Vulnerabilities in CRO or Cosmos SDK or Tendermint code (defined below).
- III. **“Violation of Service Providers Acceptable Use Policy”** means any attacks against nodes that violate Amazon Web Services Acceptable Use Policy and Google Cloud Platform's Acceptable Use Policy or the policies of any other specific services you use. Please familiarize yourself with those policies, since violating them could not only disqualify you from the Crossfire competition, but could also get you suspended or permanently banned from those services.
- IV. **“Social Engineering”** means any malicious activities accomplished through human interactions that use psychological manipulation to trick users into making security mistakes or giving away sensitive information, including but not limited to activities like phishing, cloud account credential compromise, malware distribution, and physical security attacks on data centers, which are prohibited in the Crossfire competition.

- V. **“Exploiting Application-level Security Vulnerabilities in CRO or Cosmos SDK or Tendermint code”** means failing to report any bugs that are discovered, to security@crypto.com and/or exploiting such vulnerabilities for their own gain or others’ gain. Vulnerabilities that are disclosed by Participants may be eligible for reward payouts, and Participants who exploit vulnerabilities to gain stake will be disqualified from the contest.
- VI. Any TCRO generated through a network attack will not be taken into account in the calculation relative to the success of a Task. Any use of TCRO generated through a network attack will cause that Participant to be disqualified from the Crossfire competition.
- VII. Enforcement of this section could result in the Participant being terminated from participation in the Crossfire competition or use of the Crypto.com Chain Service, CRO Rewards being voided, delegation of tokens being removed from delegation or other actions, as determined solely by the Company in its discretion. Further, enforcement of this section is solely at Company’s discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, this section does not create any private right of action on the part of any third party or any reasonable expectation that the Crypto.com Chain Services will not contain any content that is prohibited by such rules.
- VIII. Conduct that breaches any of the above provisions in this section 8, whether prohibitions, restrictions or limitations, constitutes **“Prohibited Behaviour”**.

9. CRO Rewards

- I. CRO will be offered as CRO Rewards. Crypto.com makes no promises that each Participant will receive any minimum or maximum number of CRO as a CRO Reward.
- II. The Company has sole and absolute discretion in determining whether a Participant has completed a Task and the eligibility of the Participant’s eligibility to any CRO Rewards. Subject to the foregoing, upon completion of Tasks in the Crossfire competition, you may become entitled to a potential CRO Reward.
- III. To be eligible to claim the CRO Reward, Participants must fulfill the requirements specified in section 11, in addition to those specified in sections 1 and 2.
- IV. The CRO Reward will be credited to a mainnet address in the Crypto.com Chain mainnet genesis block provided by you during the reward claiming process following the Reward Receiver Notification (defined below); and
 - A. It is the responsibility of the potential Reward Receiver (as defined below) to ensure the private keys of the mainnet address provided are safely maintained; and
 - B. Under no circumstances will the Company re-credit the CRO Reward to the Reward Receiver if the Reward Receiver loses access to or control of his or her mainnet address.
- V. Any and all CRO Rewards will be subject to a lock up period of 1 year, during which the CRO Rewards may not be used for any purpose except for staking in the Crypto.com ecosystem during the 1 year period.

- VI. The CRO Reward amount for each successfully completed Task will be determined before the date of the Crypto.com Chain Mainnet launch and details will be published on the Blog Posts.
- VII. Crypto.com makes no promise, representation or warranty as to the monetary value of any CRO Reward.

10. Communication Channels

- I. The Company shall announce the latest competition and Task details, and the number of Tokens or CRO Reward to Participants for each Phase or Task by either: (i) providing notice to Participant's email on file with the Company; (ii) announcing on Crypto.com Official Blog (<https://blog.crypto.com/>) (iii) announcing during a scheduled meeting of validators; (iv) announcing on the Company's Twitter at: @cryptocom; or (v) on the Company's discord channels (<https://discord.com/channels/783264383978569728>), collectively, the "**Communication Channels**."

11. Reward Receiver Notification

- I. Potential reward receivers ("**Reward Receivers**") will be announced within 2 weeks after the Crossfire competition ends.
- II. An email will be sent to the Reward Receiver ("**Reward Receiver Notification**") via the email address provided in the registration form during the Registration Procedure.
- III. In order to be eligible for the CRO Reward, Reward Receiver must:
 - A. fulfill the eligibility requirements as stated in section 1 and section 2; provide KYC documentation, as and when KYC documentation is requested by Crypto.com or its KYC provider; and
 - B. respond to the email notifying them of their potential reward by providing the required documentation and submitting a form within 72 hours after being sent. If there is any doubt as to the send time, send time will be the send time provided by the Company email server/service provider(s).
- IV. If the Reward Receiver is determined to be ineligible because:
 - A. any Reward Receiver Notification or other communication has been rejected or returned as undeliverable;
 - B. a Reward Receiver cannot be reached; or
 - C. the Reward Receiver fails to respond to a Reward Receiver Notification within 72 hours,

Then the CRO Reward will be forfeited at Company sole discretion and no new Reward Receiver will be chosen.

12. Intellectual Property

“Intellectual Property” means patents, utility models, rights to inventions, copyright and neighboring and related rights whether relating to code or services, logo, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Crypto.com retains all rights, title and interest in any Intellectual Property and/or Confidential Information (defined below) disclosed to a Participant. Nothing in this Agreement is intended to, and the disclosure of Intellectual Property and/or Confidential Information by Crypto.com does not: (a) transfer or otherwise affect Crypto.com’s ownership of, or other right, title or interest in or to, any Intellectual Property and/or Confidential Information ; (b) grant any license or right under any trade secret right except for the limited rights of use and disclosure expressly set forth herein; or (c) grant any license or other right under any patent, trademark, copyright, trade secret, know-how, or other property or proprietary right. Except to the extent permitted by applicable law in the absence of any express license or other grant of rights, the Participant will not use any trade name, trademark, logo or any other proprietary rights of Crypto.com in any manner without prior written authorization from an authorised representative of Crypto.com.

Except as explicitly stated in these Terms, all rights in and to the Crypto.com Chain Services are reserved by us. Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, non-transferable, non-sublicensable, revocable license to access and use our Crypto.com Chain Services solely in connection with your provision of Network Services. Any use of the Crypto.com Chain Services or the Mainnet Dry-Run other than as specifically authorized herein, and without our prior written permission, is strictly prohibited, and will automatically result in the termination of the license granted herein and violate our or our licensors’ intellectual property rights.

By participating in the Mainnet Dry-Run, each Participant thereby grants to Company a perpetual, irrevocable, royalty-free, worldwide, nonexclusive copyright license to reproduce, publicly display, publicly perform, distribute, create derivative works based upon, and otherwise use and sublicense any contributions or developments (“**Developments**”) provided by you in connection with this Agreement and such derivative works in source code or object code form. We may reproduce and distribute copies of the Developments or derivative works thereof in any medium, with or without modifications, and in source code or object code form. Any contribution intentionally submitted for inclusion as part of your Network Services shall be under the terms and conditions of the OS License. You agree not to challenge or contest our rights or anyone else’s rights to use the Developments. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this section. You agree to take, at your expense, any further action (including execution of affidavits, tax forms, and other documents) reasonably requested by us to effect, perfect or confirm the rights as set forth in this section. You will not be entitled to compensation for any use by Company, or its agents, licensees or assignees, of your contributions or developments, except as expressly provided herein. 13. Modifying and Terminating the Mainnet Dry-Run or these Terms Crypto.com reserves the right to modify the Mainnet Dry-Run and/or Crypto.com Chain Services or to suspend or stop providing all or portions of the Mainnet Dry-Run and/or Crypto.com Chain Services under these Terms at any time. You also have the right to stop participating in the Mainnet Dry-Run, using the Crypto.com Chain Services or providing Network Services at any time. We are not responsible for any loss or harm related to your inability to access or use the Crypto.com Chain Services or the Crossfire competition.

14. Feedback

You may voluntarily post, submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials or other information about the Company or our Crypto.com Chain Services (collectively, “**Feedback**”). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including to develop, copy, publish, or improve the Feedback in Company’s sole discretion. You understand that the Company may treat Feedback as non-confidential.

15. Confidentiality

“**Confidential Information**” means any data or information of Crypto.com which is identified or marked as confidential at the time of disclosure or is of a nature that should be reasonably considered confidential, whether it is received, accessed, obtained or viewed by the recipient Participant (“**Receiving Party**”) in writing, visually, electronically or any other form. Confidential Information shall include, without limitation, technical information, marketing and business plans, databases, specifications, products, projections, filings, reports, formulations, tooling, prototypes, sketches, models, drawings, specifications, procurement requirements, technologies and improvements, all schematics and drawings, packaging information, engineering information, samples, computer software (source and object codes), forecasts, identity of or details about actual or potential customers or projects, techniques, inventions, discoveries,

know-how and trade secrets, supplies sources, personnel information, including the identity of employees and contractors of Crypto.com, their responsibilities, competence, abilities, and compensation, pricing and financial information, current and prospective customer lists and guides and manuals. "Confidential Information" also includes all such information of any third party that is in the possession of Crypto.com.

In consideration of Confidential Information being made available to the Receiving Party, the Receiving Party hereby undertakes to Crypto.com:

- (a) that it will not use Confidential Information for any purpose other than as expressly authorized by Crypto.com. In particular and without limiting the foregoing, Receiving Party will not use any Confidential Information to design, develop, commercialize, improve, modify, provide or market any product or service that would compete with any current or future product or service of Crypto.com.
- (b) that it will treat and safeguard as strictly private and confidential all Confidential Information;
- (c) that it will not disclose any Confidential Information to anyone that is not subject to this Agreement, other than its legal and other professional advisors (collectively, "**Permitted Personnel**"), who, in each instance: (a) have a bona fide need to know; (b) have been informed that it is Confidential Information belonging to Crypto.com; and (c) have entered into a written agreement, or are otherwise legally obligated, to protect the confidentiality of the Confidential Information under terms at least as protective as the terms in this Agreement. Receiving Party will ensure that any Permitted Personnel of Receiving Party that receives any Confidential Information complies with this Agreement as if an original signatory hereto;
- (d) that it will protect any Confidential Information from any use, disclosure, copying, dissemination or distribution that is not expressly authorized by this Agreement. Without limitation of the foregoing, Receiving Party will: (a) not deliver, distribute, display, demonstrate or otherwise make available any copies of any Confidential Information to any third party, or otherwise permit any third parties to access or use any such Confidential Information, except as expressly authorized under the Agreement; (b) create, or make copies of any Confidential Information only as reasonably required; (c) not reverse engineer, decompile or disassemble any software code of any Confidential Information; and (d) not remove or obliterate markings (if any) included in or with any Confidential Information, indicating its proprietary or confidential nature;
- (e) that it will comply with any and all applicable laws relating to the use, disclosure, copying, dissemination and distribution of any Confidential Information (including, but not limited to, any and all laws relating to Crypto.com's proprietary rights or the export of any technical data included in such Confidential Information);
- (f) that it will establish and maintain proper security measures and procedures to provide for the safe custody of the Confidential Information of Crypto.com and shall prevent unauthorized access to or use of such Confidential Information;
- (g) that it will promptly notify Crypto.com if it becomes aware of or suspects any discovery of any unauthorized access, use or disclosure of Confidential Information, or breach of the obligations of confidentiality imposed upon it and/or the Receiving Party's Permitted

Personnel under this Agreement and shall give the latter all necessary assistance in minimizing the effects of such breach; and

- (h) it shall be jointly and severally liable for any unauthorised disclosure of Confidential Information committed by any of its Permitted Personnel and shall defend, indemnify and hold harmless Crypto.com against all actions, claims, costs, proceedings, expenses, loss or damage which arise directly from such unauthorised disclosure of Confidential Information whether committed by the Receiving Party or its Permitted Personnel.

Upon termination or expiration of this Agreement, the Receiving Party undertakes that it will forthwith:

- (1) cease all use of, and return to Crypto.com, all documents and other materials provided by or on behalf of the Disclosing Party, and destroy all reproductions thereof that are then in the possession or under the control of the Receiving Party; and
- (2) destroy all notes, summaries, memoranda and other writings prepared by the Receiving Party and containing, summarizing or otherwise reflecting any Confidential Information of Crypto.com.

For the avoidance of doubt, the aforesaid obligations to return or destroy Confidential Information of Crypto.com does not apply to Confidential Information that the Receiving Party is required to retain to satisfy the requirements of applicable laws or a regulatory authority or body of competent jurisdiction; provided that such retention is subject to the provisions of this Agreement regardless of the termination or expiration of this Agreement.

16. Indemnification

Each Participant agrees to indemnify and hold the Company and its affiliated entities, and their respective directors, officers, employees or agents, harmless, at its first demand, from and against all losses, damages, expenses, claims, demands and liabilities incurred or suffered by the Company (including without limitation, reasonable attorneys' fees, court costs and witness fees) in connection with any claim, action or proceedings from any other person, which arises in relation to any Tasks, services or transactions provided by the Participant in connection with the Mainnet Dry-Run, a breach by the Participant of any term or condition hereof, and/or its failure to comply with all applicable laws, regulations, ordinances and treaty requirements, relating, with no limitation, to copyrights, advertisement and consumer protection laws, data protection, privacy rights and publicity rights.

17. Disclaimers

(a) Your use of our Crypto.com Chain Services or providing your Network Services is at your sole risk. Each Participant agrees that the Crypto.com Chain Services and Mainnet Dry-Run, including any rewards, are offered and provided "AS IS" without any warranty, representation or

guarantee by any Releasee. THE WARRANTIES SET OUT IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND THE COMPANY AND ITS FAMILY OF COMPANIES HEREBY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT ANY LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, AND QUALITY OF SERVICE. PARTICIPANT SHALL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF THE COMPANY. In addition, Company does not represent or warrant that the Crypto.com Chain Services are accurate, complete, reliable, current or error-free. While the Company attempts to make your use of the Crypto.com Chain Services safe, Crypto.com cannot and does not represent or warrant that the Crypto.com Chain Services or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Crypto.com Chain Services and Mainnet Dry-Run.

(b) You are responsible for complying with all laws and regulations applicable to your transactions in your jurisdiction on any Crypto.com Chain Services.

(c) YOU ARE SOLELY RESPONSIBLE FOR ANY FINANCIAL INFORMATION DISPENSED, OR ANY PROFESSIONAL DECISIONS MADE, BASED UPON ITS OWN USE OF THE SUBSCRIPTION SERVICE. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT CONSTRUE ANY INFORMATION PROVIDED IN RELATION TO THE MAINNET DRY-RUN AS ANY LEGAL, TAX, ACCOUNTING, INVESTMENT OR RISK-MANAGEMENT OPINION, RECOMMENDATION, STRATEGY OR ADVICE.

(d) Blockchains are independent peer-to-peer networks and the Company does not own or control the underlying blockchain protocols ("**Protocols**") that are used or accessed in connection with the Crypto.com Chain Services in any manner. In general, the underlying Protocols are open-source and anyone can use, copy, modify, and distribute them. Company is not responsible for operation of the underlying Protocols, and Company makes no guarantee of their functionality, security, or availability.

(e) The underlying Protocols are subject to sudden changes in operating rules ("**Forks**"), and such Forks may materially affect the name, value and function of the Protocols. In the event of a Fork, Company may suspend access to you or your access to the Crypto.com Chain Services or your Network Services under these Terms and Company may, in its sole discretion, decide whether or not to support (or cease supporting) the original Protocol and the Forked version of the Protocol. You acknowledge and agree that Company assumes no responsibility in respect of an unsupported Forked version of any Protocol. To the extent Company makes certain third-party blockchain node software available for download as part of the Crypto.com Chain Services, the offering of such third-party software for download does not constitute an endorsement of such third-party software or the underlying Protocol, nor does it constitute an acknowledgement that such third-party software or underlying Protocol is safe to use.

(f) You acknowledge that your data may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, viruses or other harmful

materials, Protocol changes, Forks, Internet outages, node outages or failures, Force Majeure event or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside Company's control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer using the Crypto.com Chain Services.

(g) Company does not support the exchange or offer of any digital currencies or tokens through the Crypto.com Chain Services. Under no circumstances should you attempt to use the Crypto.com Chain Services to store, send, request, or receive digital currencies or tokens in any form. Company assumes no responsibility or liability in connection with any attempt to use the Crypto.com Chain Services for any digital currency or token transactions.

18. Limitation of Liability

As a condition of participating in this Mainnet Dry-Run, each Participant agrees to release, defend, indemnify and hold harmless Crypto.com and each of its respective parent companies, subsidiaries, affiliates, divisions and advertising, and public relations agencies, and each of their respective agents, representatives, officers, directors, members, shareholders and employees (collectively, the "**Releasees**") from and against any claims or liability whatsoever for injuries, losses or damages of any kind, whether direct, indirect or incidental, material, moral or financial, sustained in connection with participation in the Mainnet Dry-Run, and/or the use, acceptance, possession, misuse or awarding of any CRO Reward, while preparing for, participating in and/or traveling to or from any Mainnet Dry-Run or related activity, including, and without limitation, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not Crypto.com and/or any Releasees have been advised of the possibility of such loss or damage. Further, Releasees are not responsible in any way for any additional expenses, omissions, delays, or re-routing resulting from any acts of any government or authority.

Releasees are not responsible or liable for any of the following: (a) stolen, lost, late, misdirected, garbled, mutilated, damaged, incomplete, inaccurate, or illegible applications, registrations, entries, Tasks, transactions, e-mail, mail, Mainnet Dry-Run-related correspondence or postage-due mail or any technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Mainnet Dry-Run, including, without limitation, errors which may occur in connection with the administration of the Mainnet Dry-Run, the mailing or transmission of notification or correspondence, the processing of any applications, entries, Tasks or transactions, the announcement of any reward or in any Mainnet Dry-Run related materials; (b) technical failures of any kind; (c) unauthorized human and/or mechanical intervention; (d) human error; (e) any error, omission, interruption, defect or delay in transmission or communication; (f) viruses or mechanical malfunctions; (g) errors, typos, or misprints in these Official Rules, in any Mainnet Dry-Run related advertisements or other materials; or (h) lost or unavailable network connections. Crypto.com is not responsible for electronic communications that are undeliverable as a result of any form of filtering or insufficient space in Participant's e-mail account. Crypto.com is not responsible, and may

disqualify Participant, if his or her e-mail address, telephone, or other contact information does not work or if it is changed without Participant giving prior written notice to Crypto.com. If for any reason a Task is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as a successful or completed transaction into the Mainnet Dry-Run, Participant's sole remedy is another transaction in the Mainnet Dry-Run.

19. Waiver and Release

Crypto.com's failure to enforce any term of this Agreement shall not constitute a waiver of that right or provision. Crypto.com's decisions will be final in all matters relating to the Mainnet Dry-Run, Crypto.com reserves the right to restrict or void Tasks or participation from any IP address if any suspicious Task and/or participation is detected. Crypto.com reserves the right, in its sole discretion, to void Tasks of any Participants who Crypto.com believes has attempted to tamper with or impair the administration, security, fairness or proper play of the Mainnet Dry-Run. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Mainnet Dry-Run-related materials, such as Communication Channels, and/or this Agreement (including any alleged discrepancy or inconsistency in this Agreement), it will be resolved in Crypto.com's sole discretion. Crypto.com reserves the right to modify and amend this Agreement from time to time during the Mainnet Dry-Run for clarification purposes.

Participants waive any right to claim ambiguity in the Mainnet Dry-Run or these Official Rules. Participants understand and acknowledge:

- (a) that the purpose of the Crossfire competition is to test and improve the integrity, performance and security of our Crypto.com Chain Services and the underlying Network or Protocol.
- (b) that you have read and understand the acceptable use policies of the cloud service, data-center and other applicable third-party service providers that you use.
- (c) that participating in the Crossfire competition may present the potential for damage or loss to the computer you use as a node or data stored on that node and despite this risk, you authorize all Participants to access your node(s) in accordance with this Agreement.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Crossfire competition is not capable of running as planned for any reason, which, in Crypto.com's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Crossfire competition, Crypto.com reserves the right, in its sole discretion, to cancel, modify or suspend the Crossfire competition and award the CRO Reward from eligible entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Crypto.com. In the event of a dispute concerning who completed a Task or effectuated a successful transaction, the Participant will be declared to be the registered account holder of the Primary Address as

applicable, but only if that Participant meets all other eligibility criteria, otherwise the Participant may be disqualified and any potential CRO Reward won will be forfeited in Crypto.com's sole discretion. Each potential winner of a CRO Reward may be required to provide Crypto.com with proof that he or she is the authorized account holder. If a dispute cannot be resolved to Crypto.com's satisfaction, the Task and individual(s) may be deemed ineligible for a reward, at Crypto.com's sole discretion. Any damage made to the Website will be the responsibility of the registered account holder of the e-mail address submitted at the time of entry. CAUTION: ANY ATTEMPT TO DAMAGE ANY NETWORK, ONLINE SERVICE OR WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE MAINNET VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, CRYPTO.COM MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW AND MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT.

20. Force Majeure

Without limiting any other provision in these Official Rules, Releasees are not responsible or liable to any Participant or winner of any CRO Reward or any person claiming through such Participant for failure to supply the Crypto.com Chain Services, or the reward or any part thereof, or delays in such provision in the event that any of the Mainnet Dry-Run activities or the Releasees' operations or activities are affected, as determined by the Crypto.com in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war, fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike labor or material shortage, transportation interruption of any kind, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause beyond the reasonable control of Releasees, whether or not specifically mentioned above ("**Force Majeure**").

21. Disputes Resolution, Arbitration and Governing Law:

By participating in the Mainnet Dry-Run, each Participant agrees that to the extent permitted by applicable law: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION THAT CANNOT BE RESOLVED BETWEEN PARTICIPANT AND ANY RELEASEE ARISING OUT OF OR CONNECTED WITH THE MAINNET DRY-RUN, OR ANY REWARD OR PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY; (2) Any and all claims, judgments and awards will be limited to actual third-party, out-of-pocket costs incurred, (if any), not to exceed eighty Hong Kong Dollars (HK\$80), but in no event will attorneys' fees be awarded or recoverable; (3) Under no circumstances will any Participant be permitted to obtain any award for, and Participant hereby knowingly and expressly waives all rights to seek, punitive, incidental, consequential or special damages, lost profits and/or any other damages, and/or any rights to have damages multiplied or otherwise increased; and (4) Participant's remedies are limited to a claim for money damages (if any) and Participant irrevocably waives any right to seek injunctive or equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE

LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

These Official Rules shall be governed by the laws of Hong Kong. Any dispute, controversy, difference or claim arising out of or relating to this Memorandum, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it 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.

22. Licenses and Approvals

Participants may not submit a Task or complete a transaction on behalf of someone else. By completing a Task, Participant represents and warrants that Participant meets all eligibility criteria for participation in the Mainnet Dry-Run. In addition, by completing a Task in this Mainnet Dry-Run, Participant grants the Crypto.com an irrevocable, perpetual, non-exclusive worldwide license to publish, post, display, copy, distribute, transmit, edit, use alone, together or with other works, and otherwise exploit the Task, Participant's name, voice, persona, likeness, image, reward information, any quotes attributable to Participant, and any other indicia of persona in any manner whatsoever throughout the world, including on the Internet, and at any time or times, in connection with the Mainnet Dry-Run, in any and all forms of media, now known or hereafter discovered, without additional compensation, review or approval rights, notification or permission, except where prohibited by law, and Participant releases all Releases (as defined below) from any and all liability related thereto. Participant further acknowledges that if Participant is chosen as a winner of any rewards, Participants identifying information, including but not limited to Participants name, may be disclosed to third parties including, without limitation, being placed on a winners' list.

Crypto.com and its affiliated entities reserve the right to make a public announcement, announcing the Winner on either the Crypto.com website, through the Crypto.com app, or in any manner (including, without limitation, news sites and social media (e.g., Facebook, Instagram, Twitter)), which they deem appropriate. Except where prohibited by law, by entering the Mainnet Dry-Run and/or winning the CRO Reward, Participant irrevocably consents to the use of their name, image, photograph, likeness, biographical information, Task, statements attributed to Participant (if true) and any video footage related to the CRO Reward, for all Releases advertising, promotional or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation and additionally consents to the Crypto.com putting his or her name on a winner's list. Please note that Crypto.com may not acknowledge or return any Tasks, transactions, or winners of any rewards.

23. Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that

provision or part of the provision shall be enforced to the maximum extent permissible, and that provision or part of the provision shall be deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

24. Amendment and administration

The Company has and will exercise all authority to control and manage the operation and administration of the Crypto.com Chain Services, Network Services and the Mainnet Dry-Run under this Agreement, and to take any action that it deems necessary or appropriate to carry out such responsibilities. Without limiting the foregoing, and in addition to the authority and duties specified elsewhere herein, the Company has the sole discretion and authority to construe, interpret, and apply the terms and provisions under these Terms; to prescribe such rules and regulations, and issue such directives, as it deems necessary or appropriate for the administration of these Terms; to make all other determinations and decisions as it deems necessary or appropriate for the administration of these Terms; and to delegate all or any portion of its powers and authority to any of its members or to a duly authorized third-party or parties. The Company may correct any defect or supply any omission or reconcile any inconsistency in these Terms in the manner and to the extent it deems expedient. Decisions of the Company will be final and binding on all parties, including the participants and their legal representatives and beneficiaries.

The Company may amend these Terms, effective upon written notice to you via any one of the Communication Channels, in the Company's sole discretion. Unless otherwise stated in the notice, the amended Terms will be effective immediately, and a Participant's continued provision of the Network Services and/or participation in the Mainnet Dry-Run will confirm that Participant's acceptance of the amendments, thus incorporating them into this Agreement. If there is a conflict between these Terms and the additional terms or publications on the Communications Channels, the additional terms or publications on the Communications Channels will control for that conflict.

25. Miscellaneous

This Agreement and any announcements containing applicable additional terms in the Communications Channels reflect the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations, statements and understandings of the parties. The section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word "including" will be interpreted to mean "including without limitation". Except as otherwise provided herein, these Terms are intended solely for the benefit of Crypto.com and Participants and are not intended to confer third-party beneficiary rights upon any other person or entity other than entities within the Crypto.com family of companies. You agree that communications and transactions between us may be conducted electronically.