

CRYPTO.COM PAY – U.S. MERCHANT TERMS & CONDITIONS

Last Update: 2 September 2022

1. INTRODUCTION

The Pay Services (described below) are provided to you by Foris DAX, Inc., a Delaware corporation and registered money services business (together with its Affiliates, “**Crypto.com**”).

These terms and conditions (“**Terms**” or “**T&Cs**”), as well as the Commercial Agreement (defined below) and any attached country annexes (“**Annex**”) (if any), will apply to your use of Pay Services (defined below). In the event of any inconsistency between these Terms and any Annex, the relevant Annex shall prevail.

2. DEFINITIONS

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

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

“**Airdrop**” means a distributed or attempted distribution where an address that holds a Digital Asset receives or is allocated a certain amount of the same or another Digital Asset;

“**AML Laws**” has the meaning given to it in Section 21;

“**Annex**” has the meaning given to it in Section 1;

“**Commercial Agreement**” means the agreement between you and us which set out the commercial terms for the provision of the Pay Services;

“**Crypto.com**” has the meaning given to it in Section 1;

“**Crypto.com App**” means the mobile application software developed, owned and released by Crypto.com and available for download, and any and all updates, upgrades, supplements, releases and versions thereof;

“**Crypto.com Pay Technology**” has the meaning given to it in Section 17;

“**Customer**” means the customers who transact through the Sales Channel using our Pay Services;

"Digital Asset" means cryptographic tokens, digital currencies, cryptocurrencies, virtual currencies, or other digital assets that are supported by Crypto.com;

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

"Fork" has the meaning given to it in Section 19A.1;

"Forked Network" has the meaning given to it in Section 19A.1;

"include/including" means to include without limitation;

"Instructions" means all information, instructions, communications, orders or messages (including those relating to payments, transfers or other transactions) referable to you;

"Merchant Account" means the account you open and maintain with Crypto.com for the use of the Pay Services;

"Merchant Marks" has the meaning given to it in Section 18;

"OFAC" has the meaning given to it in Section 21;

"Pay Services" has the meaning given to it in Section 3;

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

"Prohibited Activities" has the meaning given to it in Section 5;

"Sales Channel(s)" means the websites or platforms managed by you for selling your goods or services, which are approved by Crypto.com for the use of the Pay Services and described in the Commercial Agreement;

"Site" means the website at www.crypto.com/us/ and the Crypto.com App;

"Supported Cryptocurrency" means all the Digital Assets listed on the Crypto.com mobile wallet application;

"Taxes" means any taxes, duties or fees that incurred, or required to be collected, paid or withheld for any reason in connection with your use of the Pay Services under any Applicable Law;

“Terms” or **“T&Cs”** has the meaning given to it in Section 1;

“Trade Control Laws” has the meaning given to it in Section 21;

“Transaction(s)” means all aspects relating to the purchases made by your Customer(s) on your Sales Channel;

“we/us/our” means Crypto.com; and

“you/your” means the user(s) of the Pay Services.

3. THE SERVICES

We offer a payment service whereby we act as an acquiring and authorizing processor which enable your business to accept and process Digital Assets as payment from your Customers for goods or services made through the Sales Channels (the **“Pay Services”**).

Agency Appointment. You authorize and appoint us and our payment partners, to act as your agent for the limited purposes of receiving, holding and disbursing to your bank account or any Digital Asset wallet addresses (as the case may be) such funds received from the Customers on your behalf and to take any and all actions necessary to provide the Pay Services and to comply with Applicable Laws. Our obligation to remit funds collected by us on your behalf shall be limited to funds actually received and confirmed and that are not subject to any chargeback, reversal or similar condition. You agree that the receipt of funds by us from a Customer pursuant to Instructions you have provided the Customer or any Transaction, satisfies the Customer’s obligation to you to such extent, even if we fail to remit such funds. You further agree that we have no obligation to pursue any collection action associated with any Transaction, unsuccessful Transaction or Instructions.

4. ONBOARDING

By signing up for the use of the Pay Services, you represent and warrant that:

- (a) you are at least eighteen (18) years of age;
- (b) you have the full right, power, and authority to agree to these Terms;
- (c) you are not resident or a Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction which Crypto.com has notified as being subject to prohibitions or restrictions on accessing or using the Pay Services;
- (d) you are not a resident or Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction in which entry into or performing your obligations under these Terms or the Commercial Agreement or the delivery, holding, use or exchange of Digital Assets is unlawful or restricted in any way or requires licensing, registration or approval of any kind;
- (e) you are not impersonating any other person, operating under an alias or otherwise concealing your identity;

(f) you are not located in, under the control of, or a national or resident of (i) any sanctioned countries or locations, or (ii) any country to which the United States has embargoed goods or services; and (iii) are not identified as a "Specially Designated National" by the Office of Foreign Assets Control of the U.S. Department of the Treasury;

(g) you are not placed on the U.S. Department of Commerce, Bureau of Industry and Security's Denied Persons List;

(h) you will not use our Pay Services if any Applicable Laws in your country prohibit you from doing so in accordance with these Terms;

(i) you are compliant with all Applicable Law requirements to which you are subject, including without limitation, all tax laws and regulations, exchange control requirements and registration requirements; and

(j) you are not acting on behalf of or representing any other natural person, legal person or legal entity when using the Pay Services.

In order to use the Pay Services, you must successfully register for a Merchant Account by providing us with all satisfactory information and/or documents requested by us (including such information and/or documents as may be required by us for compliance with Applicable Law). Except where permitted by Applicable Law, all information and documents must be in the English language in order to process your registration for a Merchant Account. If the documents you provide are not in the English language (except where permitted by Applicable Law), you may be required to provide us with a certified English translation. Except where permitted by Applicable Law, Crypto.com shall not be responsible for the translation of any non-English documents and shall not be obliged to process or review any documents that are not in the English language.

You agree to, at all times, cooperate with all requests made by us or any of our third-party service providers on our behalf in connection with your use of the Pay Services, including to identify or authenticate your identity and the identity of your ultimate beneficial owner and senior management and to assess your business risk. We may require additional information or documents from you, which may include, but without limitation, identity proof of your ultimate beneficial owner, your tax identification number, and government-issued identification.

We are entitled, in our sole discretion, to refuse your application to register a Merchant Account, or to suspend, terminate or limit your use of the Pay Services or your Merchant Account at any time without providing any reason or explanation. We are also entitled, in our sole discretion and without providing reasons, to change the eligibility criteria for registration or use of the Pay Services at any time.

We may confidentially verify your identity and other information you provide to us, including conducting electronic identity verification checks on you and obtaining information about you ourselves or from third parties. By agreeing to these Terms, you acknowledge that we or a third

party acting on our behalf will carry out such verifications and authorize us to undertake such verification checks on you.

You hereby represent and warrant that any and all information provided to us, our Affiliates or any of our third-party service providers, is always complete, accurate and up to date in all respects and that in the event that such information ceases to be complete, accurate and up-to-date, you will provide us, our Affiliates and third-party service providers with such revised and updated information without delay. You agree that it is your responsibility and that you have the affirmative duty to update us with any changes in your personal information or any other information you may have provided us with during registration or otherwise in the course of your use of the Pay Services. If at any time we believe that your information is incomplete, outdated or inaccurate, we may contact you and request further information or request that you go through the verification process again. Failure to complete any step of the registration process or provide up to date information may result in your inability to or adversely affect your use of the Pay Services. You undertake to indemnify us, our Affiliates and any third-party service providers for any and all losses and damage incurred as a result of your failure to provide complete, accurate and up to date information at any point prior to and following termination of the Pay Services.

5. PROHIBITED ACTIVITIES

You may not use the Pay Services to sell, conduct, facilitate or participate in the following prohibited activities (together the “**Prohibited Activities**”):

- Tobacco products
- Pharmaceuticals, including prescription drugs
- Nutraceuticals
- Drugs or other controlled substances and related paraphernalia
- Firearms, ammunition, or explosives
- Weapons, including but not limited to crossbows, projectile weapons, swords and knives
- Satellite and Cable TV descramblers
- Gambling, sports betting, lotteries, games of chance or skill where wagering and winning of money or anything of value is involved
- Forex trading, CFDs, binary options, spread betting
- Prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services
- Multi-level marketing, pyramid selling or Ponzi schemes, matrix programs or other “get rich quick” schemes or high yield investment programs

- Goods or services that infringe the intellectual property rights of a third party, including but not limited to services offering anonymous browsing, illegal downloads, counterfeited/replica branded goods and products (including but not limited to designer shoes, bags, clothes, etc.)
- Businesses that employ cold-calling tactics, pressure sales or unsolicited outbound telemarketing
- Materials which incite violence, hatred or racism or which are considered obscene
- Items or materials that promote, encourage or facilitate illegal activities (including but not limited to essay writing services; sale of empty Nintendo DS game cards or MOD chips, offering leads, lists of emails/phone numbers of individuals, legal persons or legal entities, etc.)
- Items incorporating proprietary rights (included but not limited to any intellectual property rights) belonging to third parties without full permission
- Matrimonial services
- Payday loans, consumer lending
- Debt collection, debt elimination or reduction services, credit repair and counseling services, distressed property sales/marketing
- One-time raffles for substantial prizes such as for example a car, yacht or house
- Business relating to the generation of users, followers or fans
- Timeshares or property reservations (off and on plan)
- The sale, promotion, distribution or marketing of any products with unproven or doubtful efficacy (including but not limited to slimming pills and body enhancers)
- Adult DVDs and websites containing adult images and videos, even if not considered as pornography
- Pornography
- File hosting and sharing services, (including resellers of such services)
- Any other unlawful activities

6. THE TRANSACTIONS

When we accept payments in Digital Assets or other forms of payment for the Transactions on your behalf, you agree and understand that you must:

- (i) indicate to the Customers that the Transactions are being processed by us on your behalf;

(ii) provide the Customers with a receipt or notification confirming receipt of payment when such payment is received by us;

(iii) reconcile payment calculations with your own bookkeeping in a timely manner, any objections to Crypto.com must be made within thirty (30) days from the date of the Transaction; and

(iv) regularly review your Merchant Account for details of your ledger, Transactions and settlement history and contact us immediately at contact@crypto.com should you identify any error, discrepancy, or suspected unauthorized activities.

In connection with the Transactions on your Sales Channel, you are solely responsible for:

(i) the nature and quality of the products or services you provide;

(ii) providing support to your Customers, including but not limited to, product or service delivery, support, returns, refunds, warranty and any other issues related to your products and services and other business activities;

(iii) identifying any erroneous, fraudulent or suspicious Transaction initiated by your Customer. If you are unsure about any Transaction, you should take necessary steps to verify such Transaction before completing the Transaction;

(iv) ensuring the Customer has legal capacity to purchase your products or services (e.g. no underage Customer for alcohol and tobacco products) and your services or products are legally permitted to be sold on the Sales Channel (e.g. no counterfeit products) and comply with Section 5 of these Terms; and

(v) indemnifying us for any losses and damages incurred by us due to any erroneous, fraudulent or suspicious Transactions.

Without prejudicing the foregoing, we may request for any additional information, documentation or evidence to verify any Transactions and we may refuse, condition, or suspend any Transactions which we believe, in our absolute opinion and without explanation from us: (i) may violate these Terms, (ii) are unauthorized, fraudulent or illegal; or (iii) may expose you or us to risks unacceptable to us.

7. FEES

The applicable Fees for the use of the Pay Services are set out in the Commercial Agreement.

8. RESERVES AND GUARANTEES

Crypto.com shall be entitled to take a reserve sum in the form of either an initial deposit or a percentage of each Transaction (rolling reserve) as may be agreed by you and Crypto.com from time to time. Moreover, we may require a bank guarantee from you and/or a personal guarantee(s) and/or any other guarantee as a security. You hereby irrevocably consent to Crypto.com's use of such initial deposit or rolling reserve for covering any losses, damages or fees in relation to any Transaction which cannot be recovered by Crypto.com.

Crypto.com may, at any time, require you to provide additional reserves, guarantees, or other security, and/or to apply special terms or conditions in relation to your use of the Pay Services.

Without prejudicing any other rights Crypto.com may have in these Terms, Crypto.com may withhold payment of any amount payable to you (in part or in whole) and you agree that Crypto.com may exercise set-off and deduct such amounts due or owing by you to Crypto.com from any assets maintained by Crypto.com on your behalf and any amount payable to you by Crypto.com.

Crypto.com or its third-party payment partners shall be entitled to retain all interest earned from the maintenance of any monies held by Crypto.com for your benefit.

9. EXCHANGE RATE

The exchange rate is fixed at the time when the Customer checks out at your Sales Channel as long as the Transaction is completed within the prescribed time window. For illustration purposes, if the amount of the Transaction is \$100 and if you choose to settle in U.S. dollars, you will receive \$100 less any applicable Fees; if you choose to settle in any Supported Cryptocurrency, you will receive \$100 equivalent of the Supported Cryptocurrency at the time of the Transaction less any applicable Fees. You agree and confirm to assume the volatility risk of your choice of settlement currency, whether in fiat currency (e.g. U.S. dollars) or Supported Cryptocurrency, between the time of Transaction.

10. PAYMENT / SETTLEMENT

Crypto.com will process all authorized Transactions and credit the Merchant Account after deducting any Fees or commission owed to Crypto.com and other amounts as may be required under these Terms or the Commercial Agreement. The balance of which will be shown in your Merchant Account. Such balance are funds temporarily held by Crypto.com until settlement either in fiat currency (through our payment partner) or Digital Assets in accordance with the Commercial Agreement.

You are responsible for providing the correct details of your bank account or Digital Asset wallet address for settlement. Crypto.com shall bear no liability for any such loss arising from any incorrect bank or Digital Asset wallet address details provided by you.

Where Crypto.com has made payment on any Transaction which is disputed or refunded subsequently, Crypto.com shall be entitled to debit such amount credited to the Merchant Account or, if such amount is not available in the Merchant Account, seek reimbursement or setoff from you.

Without prejudicing any other rights Crypto.com may have, Crypto.com may conduct investigations and delay settlement or restrict access to your Merchant Account pending the result of the investigation in the following cases:

- if Crypto.com has issues with the bank or corresponding bank through which settlement is made;

- if there are changes in your business model that may have an impact on the risk to Crypto.com;
- Crypto.com reasonably believes you have violated these Terms, or
- if there are any disputed Transaction, fraudulent suspicious activities in your Merchant Account.

Without prejudicing any other rights Crypto.com may have, Crypto.com may withhold payment of any amount payable to you (in part or in whole) and you agree that Crypto.com may exercise set-off and deduct such amounts due or owing by you to Crypto.com from any amount payable to you by Crypto.com.

Crypto.com may issue invoices to you from time to time for any amount due and such invoice shall be payable upon within fourteen (14) days upon receipt.

11. REFUNDS

Crypto.com can facilitate cryptocurrency refunds on your behalf. All refunds are paid out in CRO regardless of the payment currency of the Transaction. You can decide to issue a partial refund or refund the full amount of the initial purchase. If you do not have enough funds in your Merchant Account to cover the refund, we will require you to deposit additional funds to cover such refund prior to us processing the refund.

Any required Digital Asset / fiat conversion during the refund process will be fixed at the time of the refund. You acknowledge and shall notify the Customer that due to currency exchange differences and issuing bank fees, the value of a Transaction and the value of an eventual refund of the same Transaction may not be equal.

Crypto.com is not responsible for your refund policy, and you are advised to have in place a clear refund policy for your Customers that accounts for your obligations herein and the Terms hereof, including that all refunds are paid out in CRO.

12. LIMITATION OF SERVICES / TERMINATION / ACCOUNT CLOSURE

To the extent permitted by Applicable Law, Crypto.com may at any time and without liability to, terminate, suspend or limit your use, or reverse, or the functionality, of the Pay Services (including but not limited to freezing or closing your Merchant Account, refusing to process any Transactions, or reversing any Transactions which we processed on your behalf), under the following circumstances:

(a) in the event of any breach by you of these Terms or the Commercial Agreement;

(b) for the purposes of complying with Applicable Laws;

(c) where Crypto.com suspects that you conduct any Prohibited Activities or any Transaction initiated from your Sales Channel is potentially connected to any fraudulent or unlawful activities (including but not limited to money laundering, terrorism financing and fraudulent activities);

- (d) if you discontinue your business operation, changes your trading name, nature of business or ownership;
- (e) if you are insolvent, or bankrupt or commence proceedings for liquidation or bankruptcy or make an arrangement with your creditors generally;
- (f) if you have provided false, inaccurate, incomplete or misleading information;
- (g) you fail to provide the required information for the ongoing due diligence process;
- (h) to remedy the effects of any defect in or compromise to any information system upon which Crypto.com relies;
- (i) as may be informed by its internal risk monitoring policy and the profile of spending reasonably anticipated for your account; or
- (j) in response to complaints.

If you wish to suspend or terminate your access to and use of any of the Pay Services or close your Merchant Account, please contact us at contact@crypto.com. You will still be liable for any Fees and other costs incurred in relation to your Merchant Account and the Pay Services generally. If you have remaining balance in your Merchant Account which has been suspended or closed, you are entitled to recover such funds (subject to our minimum transfer amount and any applicable fee) unless we are prohibited by law or a court order to release such funds or where we have reasonable grounds to suspect that such funds were obtained through fraud or any unlawful means or connected with any criminal activities. If you have any questions, please contact us at contact@crypto.com.

Any suspension or termination of these Terms or the Commercial Agreement shall not affect any rights and obligations accrued prior to such suspension or termination.

If your Merchant Account is closed, you agree: (a) to continue to be bound by these Terms, as required by Section 29 (Survival); (b) to immediately stop using the Pay Services; and (c) that any licenses granted under these Terms shall end.

13. SECURITY

We assume that any and all Instructions received from your Merchant Account have been made by you. You are solely responsible and liable for keeping your Merchant Account safe, maintaining adequate security and control of your username, password and any access to and use of the Merchant Account and the Pay Services, notwithstanding that such access may have been affected without your knowledge, authority or consent. We will not be liable to you for any losses or damage resulting from such authorized or unauthorized use.

Should you discover that your Merchant Account has been accessed or used in an unauthorized way, you shall notify us of the unauthorized access/use by emailing us at contact@crypto.com.

14. DATA PROTECTION

By using the Pay Services, you confirm that you have and have procured your Customer to read and accept our Privacy Notice and understand how we collect, use, disclose and share amongst ourselves your Personal Data and disclose such Personal Data to our authorized service providers and relevant third parties. For full and comprehensive information about when and why we collect personal information about you, how we use it, the conditions under which we may disclose it and how we keep it secure, please refer to our Privacy Notice, which is accessible at <https://crypto.com/us/privacy>.

15. DOCUMENT RETENTION

Transaction receipts and other documents supporting a Transaction must be kept by you for a minimum period of five (5) years or such longer period as may be required by Crypto.com or Applicable Law from the date from when the goods are shipped or the services are performed. Such Transaction receipts and documents may include, but not limited to the Customer's Transaction details, signed declarations, orders, applications, electronic transaction messages, rental agreements, hotel registration forms and invoices as applicable.

Within this retention period, you must provide a copy of the relevant documents to Crypto.com immediately upon request and/or will permit Crypto.com or its agent, at any reasonable time and upon giving reasonable notice, to examine and make copies of any such documents.

Upon termination of this Agreement, Crypto.com shall be entitled to retain any necessary information relating to your Merchant Account, Personal Data or Transaction history for such period and purposes required under any Applicable Laws or the internal policies of Crypto.com.

16. ELECTRONIC COMMUNICATIONS

You shall accept full responsibility for the security and authenticity of all Instructions and you shall be bound by all such Instructions. We shall be entitled to assume that all Instructions received from the email you provide, or your Merchant Account are yours. We shall be under no obligation whatsoever to verify that such communications are in fact yours.

Any Instructions sent by you to us shall only be deemed to be received by us when we have successfully retrieved such Instructions from the relevant system and duly informed you of such receipt. In addition, any Instructions sent by you to any third parties shall only be deemed to have been received by such third parties in accordance with their terms and conditions, if applicable.

You agree without prejudice to any of these Terms, that, to the extent there are any terms in your local jurisdiction governing the time and place of dispatch and receipt of electronic communication, to the maximum extent permitted under Applicable Law, such terms shall not apply to your use of the Pay Services and that you shall be liable for any damage that may be directly or indirectly caused through the use of the Internet – i.e. through loss, delay, misunderstandings, corrupted texts, unauthorized interceptions by third parties or duplicates.

You acknowledge and agree that in the event of any dispute arising in connection with your use of the Pay Services, our records (including electronic, computer and microfilm stored

records) of all matters relating to your use of the Pay Services and/or of you (including Transaction History) at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on you for all purposes whatsoever. In addition, you agree to the admissibility of such documents without further requirement of proof of authenticity or accuracy in a court of law under applicable evidentiary law, rules and/or regulations.

17. OWNERSHIP AND USE OF THE CRYPTO.COM PAY TECHNOLOGY

Crypto.com owns all rights, title and interest in the Pay Services and our proprietary technology, including our software (in source and object forms), algorithms, user interface designs, architecture, and documentation (both printed and electronic), network designs, know-how, and trade secrets, and including any modifications, improvements, and derivative work thereof (the **"Crypto.com Pay Technology"**). When you accept these Terms, we grant you a personal, limited, revocable, non-transferable license to use the Crypto.com Pay Technology without the right to sublicense. You may only use the Crypto.com Pay Technology in a manner consistent with these Terms, and you shall not interfere with, disrupt, or cause damage to users of the Pay Services, produce any derivative work based on the Crypto.com Pay Technology, nor shall you translate, reverse engineer, decompile or disassemble the Crypto.com Pay Technology.

18. ADVERTISING

You consent to our non-exclusive, non-transferable use of your company's name, logo and artwork (as applicable) (together **"Merchant Marks"**), for the purpose of identifying and acknowledging you as our customer on our website, video and other marketing materials. You warrant that the Merchant Marks (a) do not infringe, violate or misappropriate any third-party rights, including but not limited to, copyright, patent, trade secret or other proprietary rights; (b) are defamatory or obscene or otherwise violate any law; and (c) that you have full authority to provide this consent to the use of your Merchant Marks.

19. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SITE, CRYPTO.COM APP, THE PAY SERVICES (INCLUDING GOODS AND SERVICES PROVIDED INCIDENTAL TO THE PAY SERVICES), AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF CRYPTO.COM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND CRYPTO.COM EXPRESSLY DISCLAIMS, AND YOU WAIVE, ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WITHOUT LIMITING THE FOREGOING, CRYPTO.COM DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE CRYPTO.COM APP, OR THE PAY SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

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 BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.

THE DISCLAIMER OF IMPLIED WARRANTIES CONTAINED HEREIN MAY NOT APPLY IF AND TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW.

19A. FORK

19A.1 You agree and understand that the underlying protocols of the Digital Assets' networks are subject to changes (each a "**Fork**"), which are exogenous to Crypto.com and may result in more than one version of such network (each a "**Forked Network**"). You further agree and understand that Forks may materially affect the value, function, and/or name, and may result in loss of control or ownership, of the Digital Assets you hold in your Merchant Account.

19A.2. If a Fork occurs, it will result in the creation of a new Digital Asset (the "**New Forked Asset**") related to an existing Digital Asset (the "**Prior Asset**"). You further understand, acknowledge and agree that each Fork may materially affect the value, function, and/or name, and may result in loss of control or ownership, of the Prior Asset that we hold in your Merchant Account, and that the New Forked Asset may have minimal or no value.

19A.3 Upon becoming aware of a Fork and to the extent that we have any rights or are able to take any action, in the event of a Fork, Crypto.com may, in our sole discretion, temporarily suspend or amend any Pay Services or any Digital Assets for an extended period of time (with or without advance notice to you) until we have determined that such functionality can be restored. We may also determine, in our sole discretion, whether or not to support the Forked Network(s) and who should have ownership or receive New Forked Assets and/or benefits (if any). This could occur with potentially little or no warning and your ability to use the Pay Services or Digital Assets may be limited and subject to the Fork. In the event that Crypto.com decides not to support any such Forked Network ("**Unsupported Forked Network**"), the Digital Assets offered by such Unsupported Forked Networks will not be made available to you. Notwithstanding the foregoing, we may, in our sole discretion obtain and retain the Digital Assets offered by such Unsupported Forked Network as property belonging solely to Crypto.com.

19A.4 You understand, acknowledge and agree that you have no right, claim or privilege in, or with respect to, any New Forked Asset. If we do not support a New Forked Asset, you may not be able to withdraw the New Forked Asset promptly or at all from your Merchant Account; and you may lose any value associated with such New Forked Asset.

19A.5 If we determine not to support a New Forked Asset, we may, in our sole discretion:

- (i) obtain and retain the New Forked Asset as property belonging to us; or
- (ii) make the New Forked Asset available to you on a one-time basis, based on your holding of the Prior Asset in your Merchant Account at the time of the Fork, subject to the withholding and retention by us of an amount reasonably calculated to fairly compensate us for the cost of making such New Forked Asset available and subject to our withdrawal procedures.

We will notify you only if we elect to permit a one-time withdrawal pursuant to (ii) above.

19A.6 You acknowledge the risks presented by Forks and hereby accept that we have no responsibility for any losses or damage arising as a result of an Unsupported Forked Network.

19A.7 WE HAVE NO CONTROL OVER, NOR DO WE HAVE THE ABILITY TO INFLUENCE, THE CREATION OR IMPLEMENTATION OF A FORK OR OF THE NEW FORKED ASSET. WE CAN PROVIDE NO ASSURANCES ABOUT THE SECURITY, FUNCTIONALITY OR SUPPLY OF ANY DIGITAL ASSET, INCLUDING BOTH THE NEW FORKED ASSET AND THE PRIOR ASSET. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE ASSUME NO LIABILITY RELATING TO ANY CHANGE IN THE VALUE OF ANY DIGITAL ASSET (WHETHER OR NOT RESULTING FROM A FORK). YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT A FORK COULD CONSTITUTE A FORCE MAJEURE EVENT BEYOND OUR REASONABLE CONTROL, WHICH COULD AFFECT THE VALUE OF YOUR DIGITAL ASSETS, AND THAT CRYPTO.COM DOES NOT ASSUME ANY LIABILITY FOR LOSSES RESULTING FROM SUCH EVENTS.

19B. AIRDROPS

19B.1 In the event of an Airdrop, Crypto.com may temporarily suspend any Pay Services for an extended period of time (with or without advance notice to you) until we have determined that such functionality can be restored. This could occur with potentially little or no warning and your ability to use the Pay Services may be limited and subject to the Airdrop.

19B.2 Upon becoming aware of an Airdrop and to the extent that we have any rights or are able to take any action, we may in our sole discretion determine whether to credit any Digital Assets and/or benefits received by us to your Merchant Account or participate in an Airdrop, and upon what terms to do so, such decision regarding the Digital Assets and/or benefits remains with us at all times. We will not be liable to you for failure to credit any Digital Asset and/or benefits to you or participate in any Airdrop. If we do not support an Airdrop, we may claim such Airdrop and any Digital Asset and/or benefits in relation to it, for our own benefit (unless it is unavoidable or impractical to avoid based on the means of distribution). Where due to an Airdrop, any airdropped Digital Assets and/or benefits in respect of any Digital Assets have been received by you directly, we may claim such airdropped Digital Assets and/or benefits from you and you agree to return such airdropped Digital Assets and/or benefits to us. You further agree that any Digital Assets and/or benefits in relation to an Airdrop does not create or represent any relationship between us and the sender and/or the related Digital Asset network, and that we are not subject to any obligations whatsoever as they relate to the sender and/or the related Digital Asset network.

20. CUSTOMER FEEDBACK, QUERIES, AND COMPLAINTS

You shall endeavor to settle any claims or complaints made by your Customers concerning any Transaction within two weeks of notification by us or the claimant/complainant of such claims or complaints.

If you or your Customers have any feedback, questions or complaints relating to our Services, please contact us via email at contact@crypto.com. While we strive to respond to you as soon as possible, for more complicated issues, it may take us longer to resolve and get back to you. You accept and agree that we will not be responsible for any losses and damage incurred during such period.

21. SANCTIONS, ANTI-MONEY LAUNDERING AND COUNTER TERRORIST FINANCING

You hereby represent and warrant that you, your Affiliates, directors and officers are in compliance with and have conducted and will conduct your operations in accordance with (i) all applicable U.S. and non-U.S. economic sanctions and export control laws and regulations, including but not limited to the economic sanctions regulations implemented under statutory authority and/or Executive Orders and administered by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") (31 C.F.R. Part 500 et seq.), the U.S. Commerce Department's Export Administration Regulations (15 C.F.R. Part 730 et seq.), the economic sanctions rules and regulations of the European Council, United Kingdom, and EU Member States, and EU's Dual-use Regulation 428/2009 (collectively, "**Trade Control Laws**"); (ii) all laws that prohibit commercial or public bribery and money laundering (the "**AML Laws**").

You represent and warrant that you use or have procured third-party service providers to implement appropriate systems to detect and block any suspicious Transactions under any Trade Control Laws or AML Laws. You further agree to provide any information and documents to us in relation to any Transactions (for example, by requesting relevant original documents) for the purposes of preventing fraud and/or anti-money laundering and counter-terrorist financing purposes, unless such disclosure is prohibited by law.

We may institute a hold on your Merchant Account or your funds, including such funds received by us from a Customer on your behalf, if applicable, if we determine that you, a Customer, or any transaction we process on your behalf is or may be subject to such Trade Control Laws or AML Laws. You represent and warrant that, to the extent we act as your agent to accept funds on your behalf from Customers, such Transactions will not be in violation of any Trade Control Laws or AML Laws.

22. LIMITATION OF LIABILITY

OUR LIABILITY IN RESPECT OF REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED IS LIMITED, AT OUR OPTION, TO ANY ONE OF:

(i) RE-SUPPLYING, REPLACING OR REPAIRING THE PAY SERVICES, OR RE-EXECUTING THE TRANSACTION IN RESPECT OF WHICH THE BREACH OCCURRED; OR

(ii) PAYING THE COST OF THE RE-SUPPLYING, REPLACEMENT OR REPAIRING OF THE PAY SERVICES IN RESPECT OF WHICH THE BREACH OCCURRED.

NOTWITHSTANDING ANYTHING IN THESE TERMS, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR ANY OF OUR REPRESENTATIVES BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGE OR CLAIMS:

(i) DUE TO AN UNUSUAL OR UNFORESEEABLE EVENT, OUTSIDE OUR REASONABLE CONTROL AND THE CONSEQUENCES OF WHICH COULD NOT HAVE BEEN AVOIDED EVEN IF REASONABLE DUE CARE HAD BEEN EXERCISED (INCLUDING BUT NOT LIMITED TO FORCE MAJEURE, EVENTS OF WAR OR CIVIL UNREST, NATURAL DISASTERS, PANDEMICS, EPIDEMICS, STRIKE, LOCK-OUT, TRAFFIC DISRUPTION, ACTS OF DOMESTIC OR FOREIGN GOVERNMENTAL AUTHORITIES);

(ii) ARISING FROM OR IN CONNECTION WITH:

(A) ANY DELAY, SUSPENSION, DISCONTINUANCE OR FAILURE OF THE PAY SERVICES;

(B) ANY REFUSAL TO PROCESS OR AUTHORIZE, OR ANY REVERSAL OF, ANY TRANSACTION FOR ANY REASON;

(C) YOUR INABILITY TO EFFECT OR COMPLETE ANY TRANSACTION DUE TO SYSTEM MAINTENANCE OR BREAKDOWN / NON-AVAILABILITY OF THE PAY SERVICES, NETWORK, OUR HARDWARE OR SOFTWARE OR THAT OF ANY THIRD PARTIES;

(D) USE OF YOUR MERCHANT ACCOUNT BY THIRD PARTIES, WHETHER AUTHORIZED OR UNAUTHORIZED BY YOU;

(E) ANY UNAUTHORIZED OR INELIGIBLE USE OF THE PAY SERVICES CONTRARY TO THESE TERMS;

(iii) CAUSED BY US DUE TO OUR COMPLIANCE WITH APPLICABLE LAWS AND/OR COURT ORDERS; AND

(iv) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOST DATA, OTHER INTANGIBLE LOSSES PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES TO THESE TERMS, REGARDLESS OF WHETHER SUCH DAMAGES WERE DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, OR WHETHER OUR OR OUR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL OUR LIABILITY FOR ANY DAMAGES ARISING IN CONNECTION WITH THE PAY SERVICES EXCEED ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

We shall not be liable for fault on the part of any third-party service providers instructed by us. In such cases, our liability shall be limited to using reasonable care in the selection,

appointment and instruction of such third-party service providers (but not of any sub-contractor or other third party such third-party service provider may use).

Nothing in these Terms shall operate to limit or exclude any liability for fraud, gross negligence or for death or personal injury resulting from negligence.

You agree that any claims brought by you under these Terms may only be brought on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No court or adjudicator may consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded to you cannot and may not affect any other users.

23. INDEMNIFICATION

You agree to indemnify and hold Crypto.com, its Affiliates and third-party service providers, and each of their respective officers, directors, agents, joint venture entities, employees and representatives, harmless from any claim or demand (including reasonable 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 Terms; (b) your wrongful or improper use of the Pay Services; (c) the products or services sold by you through the Pay Services, including but not limited to any claims for false advertising, product defects, personal injury, death or property damage; (d) any transactions directed from your Merchant Account that are in violation of any AML or Trade Control Laws; or (e) any other party's access or use of the Pay Services with your account information.

24. TAXES

It is your sole responsibility to determine whether, and to what extent, any Taxes apply to your use of the Pay Services, and to withhold, collect, report and remit the correct amounts of such Taxes to the appropriate tax authorities. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.

The Fees are exclusive of applicable sales tax, or value added tax, or any similar sales or turnover tax in any jurisdiction (collectively, "**VAT**"), unless otherwise provided in this Commercial Agreement. Any VAT chargeable on the Fees and payable to the relevant tax authority by Crypto.com shall be payable by you in addition to the Fees upon receipt of a valid VAT invoice. No amount of VAT chargeable on the Fees and payable by you to the relevant tax authority shall be deducted or withheld from the Fees paid to Crypto.com.

The payment of Fees shall be made in net amounts without deduction for any taxes, levies, charges, fees or withholdings of any nature, unless any applicable law requires such a deduction or withholding to be made. If a deduction or withholding is so required, you shall pay such additional amount and ensure that Crypto.com receives an amount equal to the full amount which it would have received had the deduction or withholding not been required.

25. AMENDMENT AND VARIATION

These Terms may from time to time be updated or amended, and we will post any such updates on the Site. Such updated Terms as posted will take effect immediately unless otherwise indicated. You should regularly check the 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 Pay Services without prior notice. By continuing to use the Pay Services after any such changes have taken effect, you are indicating your acceptance of the updated or amended Terms as well as your acceptance of the updated Pay Services. If you do not wish to be bound by any changes or amendments to these Terms, then you should stop using the Pay Services immediately and inform us via email at contact@crypto.com.

26. TRANSFER, ASSIGNMENT OR DELEGATION

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

27. SEVERABILITY

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

28. ENTIRE AGREEMENT / TRANSLATION

These Terms and the Commercial Agreement constitute the entire agreement between the parties with regard to its subject matter and supersedes and invalidates all other prior representations, arrangements, understandings, and agreements relating to the same subject matter, (whether oral or in writing, express or implied). You acknowledge that in agreeing to these Terms you do not rely on any statement, representation, warranty, or understanding other than those expressly set out in these Terms.

These Terms are concluded in the English language and all communications including any notices or information being transmitted shall be in English. In the event that these Terms or any part of it is translated (for any proceedings, for your convenience or otherwise) into any other language, the English language text of these Terms shall prevail (except where expressly prohibited by law).

29. SURVIVAL

The following provisions will survive any expiration or termination of these Terms and the Commercial Agreement: Section 8 (RESERVES AND GUARANTEES), Section 10 (PAYMENT / SETTLEMENT), Section 14 (DATA PROTECTION), Section 15 (DOCUMENTATION RETENTION), Section 17 (OWNERSHIP AND USE OF THE CRYPTO.COM PAY TECHNOLOGY), Section 18 (ADVERTISING), Section 19 (DISCLAIMER OF WARRANTIES) Section 22 (LIMITATION OF LIABILITY), Section 23 (INDEMNIFICATION), Section 33 (THIRD PARTY RIGHTS), Section 35 (GOVERNING LAW AND JURISDICTION), and any other provision that by their nature are intended to survive termination of your Commercial Agreement. Any sums owed by you to us under these Terms shall become immediately due and payable on the expiration or termination of your Commercial Agreement.

30. NO PARTNERSHIP

These Terms and the Commercial Agreement do not create any relationship of association, partnership, joint venture or agency between the parties, save as expressly described in these Terms. Neither party will have any right or authority to assume, create or incur any liability or obligation of any kind against or in the name of the other party.

31. WAIVER

These Terms shall not be waived in whole or in part except where agreed by all parties in writing. Any such waiver shall only constitute a waiver of that instance and not of any future instances (unless otherwise stated).

The delay of enforcement or the non-enforcement of any of the terms of these Terms by any party shall not be construed as a waiver of any of the other rights of that party arising out of the breach or any subsequent breach of any of these Terms and no right, power or remedy conferred upon or reserved for any party in these Terms is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

32. NOTICES AND COMMUNICATIONS

By using the Pay Services, you agree that we may provide you with any notices or other communications (except where prohibited or otherwise not allowed pursuant to Applicable Law), including marketing, relating to your use of the Pay Services electronically: (a) via email (in each case to the address that you provide), SMS message, online messaging platforms 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.

Notices to us should be sent electronically to our support system at contact@crypto.com.

33. THIRD PARTY RIGHTS

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

34. DISPUTE RESOLUTION; BINDING ARBITRATION

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Crypto.com and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under this arbitration agreement. In addition, arbitration precludes you from suing in court or having a jury trial.

No Representative Actions. You and Crypto.com agree that any dispute arising out of or related to these Terms or our the Pay Services is personal to you and Crypto.com and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

Arbitration of Disputes. Except for small claims disputes in which you or Crypto.com seeks to bring an individual action in small claims court located in the county of your billing address or disputes in which you or Crypto.com seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and Crypto.com waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Pay Services resolved in court. Instead, for any dispute or claim that you have against Crypto.com or relating in any way to the Pay Services, you agree to first contact Crypto.com and attempt to resolve the claim informally by sending a written notice of your claim ("**Notice**") to Crypto.com by email at contact@crypto.com or by certified mail addressed to 10752 Deerwood Park Boulevard, South Waterview II, Suite 100, Jacksonville, FL 32256. The Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and Crypto.com cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by JAMS or, under the limited circumstances set forth above, in court. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in Dade County, Florida, or may be conducted telephonically or via video conference for disputes alleging damages less than \$25,000 in accordance with the JAMS Streamlined Arbitration Rules and Procedures ("JAMS Rules"). The most recent version of the JAMS Rules are available on the JAMS website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

You and Crypto.com agree that these Terms affect interstate commerce and that the enforceability of this Section 16 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "**FAA**"), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and may not

consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

The arbitrator, Crypto.com, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and Crypto.com agree that for any arbitration you initiate, you will pay the filing fee and Crypto.com will pay the remaining JAMS fees and costs. For any arbitration initiated by us, Crypto.com will pay all JAMS fees and costs. You and Crypto.com agree that the state or federal courts of the State of Florida and the United States sitting in Dade County, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

Any claim arising out of or related to these Terms or our Pay Services must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you and Crypto.com will not have the right to assert the claim.

You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Section 34 by sending written notice via certified mail to the address referenced in this Section. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 35.

If any portion of this Section 34 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section 34 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 34; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 34 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 34 will be enforceable.

35. GOVERNING LAW AND VENUE

Any dispute arising from these Terms and your use of the Pay Services will be governed by and construed and enforced in accordance with the laws of Florida except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Florida or

any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of Florida and the United States, respectively, sitting in Dade County, Florida.