Before the Arbiter for Financial Services

Case ASF 288/2026

NH

(Complainant)

Vs

Foris DAX MT limited

(C 88392)

(Service Provider or Foris)

Sitting of 30 October 2026

Decree

Having seen the **Complaint**[1] regarding Service Provider's freezing of crypto assets in her wallet and decision to terminate the relationship.

Having seen, the **Service Provider's** reply[2] explaining that the freeze was related to deposit funds originating from an external wallet address which is controlled by a sanctioned entity and this in line with Clause 15 of the Terms and Conditions which states:

> *"15. LIMITATION OF SERVICES/TERMINATION/ACCOUNT CLOSURE 15.1 Subject to Applicable Law, Crypto.com may at any time and without liability to you, terminate, suspend, or limit your use of the Crypto.com App Services or Crypto.com Web Services (including but not limited to freezing the Digital Assets in your account or freezing or closing your Digital Asset Wallet, refusing to process any transaction, or wholly or partially reversing, cancelling or voiding any Transactions that have been effected) for any reason, including (but not limited to): (a) in the event of any breach by you of these Terms and all other applicable terms; (b) for the purposes of complying with Applicable Laws; (c) where Crypto.com suspects that a transaction effected by you is potentially connected to any unlawful activities (including but not limited to money laundering, terrorist financing and fraudulent activities); (d) to remedy the effects of any defect in or compromise to any information system upon which Crypto.com relies on; (e) as may be informed by its internal monitoring policy and the profile of spending reasonably*

[1] Pages (p.) 1 – 9 and attachments p. 10 - 56
[2] P. 59 - 62

anticipated for the type of consumer group you belong to; (f) in Crypto.com's opinion that an order or Transaction has been executed based on an aberrant value; or (g) in Crypto.com's opinion, you are intentionally abusing the Crypto.com Services and products, or engaging in actions to defame, abuse, harass, stalk, threaten or otherwise violate any of the rights of Crypto.com and/or its employees."[3]

The Arbiter hereby **decrees** that:

Whereas the substance of this complaint relates to issues in terms of Act Chapter 373 Prevention of Money Laundering Act of the Laws of Malta[4];

Whereas the Office of the Arbiter has no competence to deal with issues emanating from the said Act Chapter 373;

Whereas the competent authority for such matters is the Financial Intelligence Analysis Unit (FIAU); [5]

Whereas in terms of Article 22(2) of Act Chapter 555 of the Laws of Malta which regulates the operations of the Office of the Arbiter for Financial Services (OAFS):

> *"Upon receipt of a complaint, the Arbiter shall determine whether the complaint falls within his competence".*

Whereas in terms of Article 22(5) of the same Chapter 555, the Arbiter is obliged to inform the Complainant when he determines that he has no competence to hear and adjudge the complaint and explains the reasons for such decision.

Now therefore the Arbiter hereby decrees that he has no competence to hear the merits of this complaint and to adjudge it and is hereby closing the case without further consideration.

Alfred Mifsud
Arbiter for Financial Services

[3] P. 60
[4] https://legislation.mt/eli/cap/373/eng/pdf
[5] https://fiaumalta.org/

Before the Arbiter for Financial Services

Case ASF 288/2026

NH

(Complainant)

Vs

Foris DAX MT limited

(C 88392)

(Service Provider or Foris)

Sitting of 12 November 2026

Decree

The Arbiter is hereby amending his decree of 30 October 2026 to read as follows:

Having seen the **Complaint**[6] regarding Service Provider's freezing of crypto assets in her wallet and decision to terminate the relationship.

Having seen, the **Service Provider's** reply[7] explaining that the freeze was related to deposit funds originating from an external wallet address which is controlled by a sanctioned entity and this in line with Clause 15 of the Terms and Conditions which states:

> *"15. LIMITATION OF SERVICES/TERMINATION/ACCOUNT CLOSURE 15.1 Subject to Applicable Law, Crypto.com may at any time and without liability to you, terminate, suspend, or limit your use of the Crypto.com App Services or Crypto.com Web Services (including but not limited to freezing the Digital Assets in your account or freezing or closing your Digital Asset Wallet, refusing to process any transaction, or wholly or partially reversing, cancelling or voiding any Transactions that have been effected) for any reason, including (but not limited to): (a) in the event of any breach by you of these Terms and all other applicable terms; (b) for the purposes of complying with Applicable Laws; (c) where Crypto.com suspects that a transaction effected by you is potentially connected to any unlawful activities (including but not limited to money laundering, terrorist financing and fraudulent activities); (d) to remedy the effects of any defect in*

[6] Pages (p.) 1 – 9 and attachments p. 10 - 56
[7] P. 59 - 62

or compromise to any information system upon which Crypto.com relies on; (e) as may be informed by its internal monitoring policy and the profile of spending reasonably anticipated for the type of consumer group you belong to; (f) in Crypto.com's opinion that an order or Transaction has been executed based on an aberrant value; or (g) in Crypto.com's opinion, you are intentionally abusing the Crypto.com Services and products, or engaging in actions to defame, abuse, harass, stalk, threaten or otherwise violate any of the rights of Crypto.com and/or its employees."[8]

The Arbiter hereby **decrees** that:

Whereas the substance of this complaint relates to issues in terms of Act Chapter 653 National Interest (Enabling Powers) Act of the Laws of Malta[9];

Whereas the Office of the Arbiter has no competence to deal with issues emanating from the said Act Chapter 653;

Whereas the competent authority for such matters is the Sanctions Monitoring Board,[10]

Whereas in terms of Article 22(2) of Act Chapter 555 of the Laws of Malta which regulates the operations of the Office of the Arbiter for Financial Services (OAFS):

> *"Upon receipt of a complaint, the Arbiter shall determine whether the complaint falls within his competence".*

Whereas in terms of Article 22(5) of the same Chapter 555, the Arbiter is obliged to inform the Complainant when he determines that he has no competence to hear and adjudge the complaint and explains the reasons for such decision.

Now therefore the Arbiter hereby decrees that he has no competence to hear the merits of this complaint and to adjudge it and is hereby closing the case without further consideration.

Alfred Mifsud
Arbiter for Financial Services

[8] P. 60
[9] https://legislation.mt/eli/cap/653/eng/pdf
[10] https://smb.gov.mt