

Coinbase Visa Debit Card

Paysafe Cardholder Agreement

1. INTRODUCTION

1.1 These Card Terms and Conditions form the agreement between You and Paysafe Payment Solutions Limited (“Paysafe”) in relation to the use of a Coinbase Visa Debit Card (“Card”).

1.2 These Card Terms and Conditions should be read in conjunction with the [Coinbase User Agreement](#) and Appendix 4 regarding Coinbase Visa Debit Card between You and Coinbase (“Coinbase Terms”). The definitions used in the Coinbase Terms will also apply to these Card Terms and Conditions. In this Paysafe Cardholder Agreement, “Coinbase” means the Coinbase entity or entities with whom you have entered into the Coinbase Terms.

1.3 Paysafe will issue a Card to enable a Card User (“You”) to give instructions to Coinbase to either use your fiat currency or sell Digital Currency from a linked Digital Currency Wallet issued to You by Coinbase in exchange for fiat currency, stored in Your Coinbase Account, which in turn will enable You to pay merchants or use cashpoints that accept cards displaying the Visa symbol.

1.4 Cards and these Card Terms and Conditions are personal to You. You may not transfer Your Card or Your rights and obligations under these Card Terms and Conditions to anyone else.

1.5 The processing of Your data by Paysafe is governed by Paysafe’s privacy policy which can be found [here](#). By accepting these Card Terms and Conditions, You also agree to the terms of Paysafe’s privacy policy.

2. CARD USERS

2.1 You can apply to Paysafe to issue a Card to You, so long as You are at least 18 years old and a resident in one of the Paysafe supported countries.

2.2 Paysafe will consider Your application for a Card, and if Paysafe accepts it, it will issue You a Card in Your name together with instructions on how to activate it.

2.3 You are responsible for the use of the Card. This includes You being responsible under the Coinbase Terms for Transactions made by You using Your Card and any applicable fees and charges provided for under the Coinbase Terms.

2.4 You must ensure that You and any other Card User are familiar with these Card Terms and Conditions and the Coinbase Terms and that You and any other Card User complies with them with using the Card. Please see section 14.2 on how to obtain copies of these Card Terms and Conditions and the Coinbase Terms.

2.5 When You use Your Card to make a Card Transaction, the value of the Card Transaction plus any applicable fees will be deducted by Coinbase from the balance in Your Digital Currency Wallet or Your E-Money Wallet in accordance with the Coinbase Terms.

3. SIGNING AND ACTIVATING A CARD

3.1 You must activate the Card to be able to use it. Activation instructions are set out on the packaging that the Card is attached to and in the Coinbase App.

3.2 A virtual Card can be used immediately upon receipt and does not need to be activated.

4. USING A CARD

4.1 Your Card is linked to a wallet within Your Coinbase Account, and so is known as a “prepaid” card irrespective of any branding on the card.

4.2 You can use a Card to:

- (a) purchase goods and services at any merchant displaying the Visa acceptance symbol; and
- (b) withdraw cash at any cashpoint displaying the Visa Logo.

4.3 If there are insufficient funds in Your Digital Currency Wallet or Your E-Money Wallet to cover the total cost of goods or services You wish to buy using a linked Card, You may find that some merchants do not allow spreading the cost across multiple payment methods such as another payment card or cash and may require use of an alternative means of payment to cover the total cost.

4.4 The number and amount of purchases and cash withdrawals you may conduct in a given amount of time may be limited – see your Card management details in the Coinbase App for details.

4.5 For information on the following areas, please see the Coinbase Terms and/or details available on the Coinbase App for information regarding:

- (a) how are Card Transactions authorised and how and whether You can withdraw authorisation for a Card Transaction);
- (b) the receipt and processing of Card Transactions (You will receive a confirmation of Your Card Transactions via the Coinbase App, please see the App for further details);
- (c) spending and Card Transaction limits;
- (d) fees, charges and foreign and digital currency exchange conversion rates (please note that other taxes or costs may exist that are not imposed by Paysafe or Coinbase or payable to Paysafe or Coinbase);
- (e) how information related to Your Card, Your Digital Currency Wallet or Your E-Money Wallet, or Your Coinbase Account will be made available to You; and
- (f) how and when to notify any unauthorised or incorrectly executed Transactions, liability for them, and when you might be able to claim a refund.

5. PAYSAFE’S RIGHT TO SUSPEND OR CANCEL A CARD

5.1 Paysafe may at any time suspend or cancel Your Card if:

- (a) the Card has been lost or stolen;
- (b) Coinbase or Paysafe is concerned about the security of Your Card, or Your Coinbase Account, or Your Digital Currency Wallet, or Your E-Money Wallet;
- (c) Coinbase or Paysafe suspect Your Card is being used in an unauthorised or fraudulent manner;
- (d) Paysafe is required to do so to comply with the law or regulatory requirements; or

(e) Paysafe is requested to do so by Coinbase on the basis of their rights under the Coinbase Terms.

5.2 If Paysafe suspends or cancels Your Card in accordance with Section 5.1 above, Paysafe and/or Coinbase will inform You giving its reasons:

- (a) as soon as it can before doing so; or
- (b) immediately afterwards,

provided this is legally permitted and does not compromise reasonable security measures.

5.3 In such circumstances, Paysafe may cancel or suspend Your Card. If after further investigations Paysafe believes that the relevant circumstances no longer apply or exist, then Paysafe will, as appropriate, either direct Coinbase to re-activate Your Card or will issue a replacement Card.

6. KEEPING CARDS SAFE

6.1 You must ensure that:

- (a) You keep Your Card safe;
- (b) as a Card is personal to You, it is not given to anyone else to use; and
- (c) You take all reasonable precautions to prevent misuse of Your Card.

6.2 You will select a PIN for Your Card upon card activation. You must ensure that:

- (a) Keep the PIN for Your Card safe; and
- (b) You keep the PIN secret at all times, memorise it, and do not disclose it to anyone including friends, family, Merchant staff or Customer Support staff.
- (c) If You suspect that someone else knows the PIN, You must ensure that You let Paysafe and Coinbase know immediately by contacting Customer Support in accordance with the Coinbase Terms and changing it as soon as possible. It can also be changed at most cashpoints by selecting the "PIN Services" option.

7. PAYSAFE'S LIABILITY

7.1 Paysafe will not be liable to You for any loss arising from:

- (a) a merchant refusing to accept Your Card;
- (b) any breach by Paysafe of these Card Terms and Conditions due to abnormal or unforeseen circumstances beyond Paysafe's reasonable control, which would have been unavoidable despite all Paysafe's efforts to stop it;
- (c) Paysafe suspending or cancelling Your Card or refusing to issue or replace Your Card in accordance with these Card Terms and Conditions;
- (d) Paysafe's compliance with any applicable laws and regulations;
- (e) loss or corruption of data unless caused by Paysafe's wilful default/wrongdoing;

- (f) Coinbase not authorising a Card Transaction that You attempt to make using Your Card; or
 - (g) Coinbase suspending, restricting, or cancelling Your Digital Currency Wallet or Your Coinbase Account.
- 7.2 Paysafe will not be liable for the goods or services that You purchase using Your Card.
- 7.3 Where a Card is faulty, Paysafe's liability shall be limited to replacement of the Card.
- 7.4 Nothing in these Card Terms and Conditions will exclude or limit Paysafe's liability for death or personal injury or to the extent that it cannot otherwise be limited or restricted by law.

8. LOST OR STOLEN CARDS

- 8.1 If You believe that Your Card has been lost, stolen or misused You must ensure that You immediately contact Customer Support in accordance with the Coinbase Terms or report the Card as lost, stolen, or misused via the Coinbase App.
- 8.2 Paysafe (acting through Coinbase) will require You to provide details in writing; and, at Paysafe's reasonable request, You must help Paysafe and its agents or any enforcement agency in investigating the matter.
- 8.3 If You report Your Card as lost or stolen, Paysafe and Coinbase will cancel it (and may issue a new one). If You find the Card after You have reported it lost, stolen or misused, You must ensure that You destroy it.

9. EXPIRY OF A CARD

- 9.1 A Card is valid from the date of its issue to the expiry date that is printed on the back of the Card unless its use is terminated earlier in accordance with these Card Terms and Conditions. Once a Card has expired, it cannot be used to make any Card Transactions.
- 9.2 Paysafe reserves the right to decline to issue a new Card if:
- (a) Coinbase or Paysafe is concerned about the security of the Card or Your Coinbase Account;
 - (b) Paysafe is required to do so to comply with the law and regulatory requirements; or
 - (c) Paysafe is requested to do so by Coinbase on the basis of their rights under the Coinbase Terms.

10. REPLACEMENT CARDS

- 10.1 If asked to, Paysafe may replace a lost, stolen or damaged Card, in which case a fee may apply. You may be asked to provide Paysafe with the Card number of the damaged Card and other information Paysafe may need to identify You.
- 10.2 Paysafe reserves the right to refuse to issue You a replacement Card if:
- (a) Coinbase or Paysafe is concerned about the security of the Card or Your Coinbase Account;
 - (b) Paysafe is required to do so to comply with the law and regulatory requirements; or
 - (c) Paysafe is requested to do so by Coinbase on the basis of their rights under the Coinbase Terms.

11. YOUR CANCELLATION AND TERMINATION RIGHTS

11.1 You may cancel Your Card and these Card Terms and Conditions up to fourteen (14) days after You receive Your Card, without having to give Paysafe any reason, by contacting Customer Support in accordance with the Coinbase Terms. Paysafe will not charge You a cancellation fee. Paysafe may ask You to confirm Your wish to cancel Your Card and these Card Terms and Conditions in writing.

11.2 If you do not cancel the Card and these Card Terms and Conditions within 14 days after the Card is received, You may cancel Your Card and terminate these Card Terms and Conditions:

(a) without charge, at any time if You do not wish to accept a change Paysafe has notified You that it intends to make to these Card Terms and Conditions (see Section 13 below); or

(b) at any time without a reason).

11.3 Cancelling Your Card (and cancelling or terminating these Card Terms and Conditions) will not entitle You to a refund of any Card Transactions made using the Card (authorised or pending) or charges incurred in respect of such Card Transactions.

11.4 To cancel Your Card please contact Customer Support in accordance with the Coinbase Terms and Paysafe will block the Card straight away so that it cannot be used. Once You request that a physical Card is cancelled You must ensure that You destroy it by cutting it in half through the chip and magnetic strip.

11.5 If You do not cancel Your Card in accordance with this Section 11, these Card Terms and Conditions will apply in relation to that Card.

11.6 For the avoidance of doubt cancellation of Your virtual Card will automatically cancel Your physical Card and vice versa.

11.7 You will be responsible under the Coinbase Terms for any Card Transaction You have made (and any applicable fees and charges incurred) before You cancelled the Card.

12. PAYSAFE'S RIGHTS TO CANCEL A CARD AND TERMINATE THESE TERMS AND CONDITIONS

12.1 Paysafe can terminate these Card Terms and Conditions (and so also cancel any Cards) at any time by giving You 2 months' written notice before doing so.

12.2 Paysafe may terminate these Card Terms and Conditions (and use of Cards) immediately if:

(a) You have breached an important part of these Card Terms and Conditions or repeatedly breached any of these Card Terms and Conditions; or

(b) Paysafe has reason to believe that You have used or intend to use Your Card for fraudulent or other unlawful purposes.

12.3 Paysafe will let You know if it terminates these Card Terms and Conditions (and use of the Card) if Paysafe is legally permitted to do so.

12.4 Termination of Your Digital Currency Wallet or Your E-money Wallet and Your Coinbase Account in accordance with the Coinbase Terms will also terminate these Card Terms and Conditions and notice to terminate them will also be notice to terminate these Card Terms and Conditions (and use of the Card).

12.5 These Card Terms and Conditions and any Card issued to You will be terminated and cancelled in the event of Your death.

13. PAYSAFE’S RIGHT TO CHANGE THESE CARD TERMS AND CONDITIONS

13.1 Paysafe may from time to time need to change these Card Terms and Conditions. Paysafe can anticipate some of the reasons why it would be fair for Paysafe to do this, and has listed them below, but may in the future also want to make changes for other reasons.

13.2 Paysafe may make a change to these Card Terms and Conditions for any of the following reasons, with any change being a reasonable and proportionate response to a change that is affecting Paysafe or that Paysafe reasonably thinks will affect it:

- (a) because of a change in legal or regulatory requirements, for example if Paysafe has to change requirements for keeping Your Card or Coinbase Account safe to meet new security standards set by law;
- (b) if the change benefits You, for example when introducing new products or services or improving existing ones;
- (c) to reflect a change in Paysafe’s costs of providing You with Your Card, for example by introducing new fees or charges; or
- (d) in response to possible risks to the security of Your Card or Coinbase Account (if applicable), for example by changing the security steps You need to follow when You access Your Card or Coinbase Account (if applicable).

13.3 Paysafe may also make a change to these Card Terms and Conditions to respond to any other change that affects Paysafe, if Paysafe reasonably thinks it is fair to pass on the effects of the change to You, for example to reflect developments in digital payments. Any such change to these Card Terms and Conditions will be a reasonable and proportionate response to the change affecting Paysafe.

13.4 Paysafe may make changes for any other reason it cannot foresee, for example to respond to changes among competitors that affect how Paysafe wishes to deliver its services to You.

13.5 Paysafe will tell You at least two months before making any change. You can then tell Customer Support in accordance with the Coinbase Terms that You wish to cancel Your Card and end these Card Terms and Conditions before the change takes effect, otherwise You will be treated as having accepted the change.

14. OTHER TERMS

14.1 These Card Terms and Conditions will apply until terminated or cancelled by You or Paysafe under Sections 11 or 12.

14.2 You can ask Paysafe to send You a copy of these Card Terms and Conditions at any time by contacting Customer Support in accordance with the Coinbase Terms, or by clicking on “Cardholder agreement” in the Coinbase App.

14.3 If any part of these Card Terms and Conditions is disallowed or found not to be effective by a court or regulator, the rest of them shall continue to apply.

14.4 Paysafe may choose not to enforce its rights against You and make this contractually binding against Paysafe by giving You a notice which expressly states that Paysafe has chosen to do so. In all other cases, if Paysafe chooses not to exercise its rights against You, it can still do so at a later date.

14.5 Paysafe may transfer its rights and obligations under these Card Terms and Conditions to another person by giving You 2 months’ notice in writing. If Paysafe does this, Your rights under these Terms and Conditions will not be affected.

14.6 Irish law will decide any legal questions about these Card Terms and Conditions, and about Paysafe's dealings with You with a view to entering into these Card Terms and Conditions. The courts of Ireland can also deal with any legal questions connected with these Card Terms and Conditions.

15. INFORMATION ABOUT US

15.1 Paysafe is a company incorporated in Ireland under company registration number 626665, whose registered office is at 3rd floor, Kilmore House, Spencer Dock, Dublin 1 D01 YE64, Ireland.

15.2 You can contact Paysafe at that address.

15.3 Paysafe is authorised and regulated as an electronic money institution by the Central Bank of Ireland (under registration number C184986).

16. HOW TO CONTACT US

16.1 If You have any questions or queries about Your Card, please contact Customer Support in accordance with the Coinbase Terms.

17. COMPLAINTS

17.1 You may request a copy of Paysafe's complaints procedure at any time by contacting Customer Support in accordance with the Coinbase Terms.

17.2 If Paysafe does not resolve Your complaint to Your satisfaction you may be able to refer it to the Financial Services and Pensions Ombudsman. You may contact the Financial Services and Pensions Ombudsman Service at Lincoln House, Lincoln Place, Dublin 2, D02 VH29. For additional contact details You may visit their website at <https://www.fspo.ie/>.

17.3 You are hereby advised and understand that although the Paysafe's activities are regulated by the Central Bank of Ireland, no statutory compensation scheme exists under Irish law to cover losses claimed in connection with the Card or the available funds on the Card.