
COINBASE USER AGREEMENT

The websites and the services offered by Coinbase are NOT addressed to persons who have their registered office or place of residence in Germany. For customers outside the EU, provisions related to the E-Money Services provided by CB Payments Ltd. shall not apply to your use of the services.

This is a contract between you and each of:

1. Coinbase UK, Ltd ("**Coinbase UK**"), a private limited company incorporated in England and Wales with company number 09083955 and whose registered office is 9th Floor, 107 Cheapside, London, EC2V 6DN; and
2. CB Payments Ltd ("**Coinbase Payments**") a private limited company incorporated in England and Wales with company number 09708629 and whose registered office is 9th Floor, 107 Cheapside, London EC2V 6DN, United Kingdom.

References in this Agreement to "Coinbase", "we", "our" or "us", are to Coinbase UK and/or Coinbase Payments depending on the context, and references to "you" or "your" are to the person with whom Coinbase enters into this Agreement.

By signing up to use an account through coinbase.com or pro.coinbase.com, or any of our associated websites, APIs, or mobile applications (collectively the "**Coinbase Site**"), you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as our [Privacy Policy](#) and E-Sign Consent Policy.

**You should be aware that the risk of loss in trading or holding Digital Currencies can be substantial. Digital Currency Services are not currently regulated by the Financial Conduct*

*Authority or any other regulator. You should therefore carefully consider whether trading or holding Digital Currencies is suitable for you in light of your financial condition. **

[Last updated: March 14, 2018]

1. COINBASE SERVICES.

1.1. Eligibility. To be eligible to use the Coinbase Services, you must be at least 18 years old.

Your eligibility to access certain Coinbase Services also depends on the country in which you reside. The list of Coinbase Services accessible by country can be found at <https://www.coinbase.com/global>.

1.2. E-Money Services. The following services (the "**E-Money Services**") are provided to you by Coinbase Payments:

- A hosted digital wallet enabling you to store electronic money issued by Coinbase Payments (the "**E-Money Wallet**" and "**E-Money**" respectively).
- Certain payment services enabling you to send and receive E-Money.

Coinbase E-Money Services are regulated by the FCA. Coinbase Payments is an authorised electronic money institution authorised and regulated by the UK Financial Conduct Authority ("**FCA**") with register number 900635.

1.3. Digital Currency Services. The following services (the "**Digital Currency Services**") are provided to you by Coinbase UK:

- One or more hosted digital currency wallets enabling you to store, track, transfer, and manage your balances of certain supported digital currencies, like Bitcoin or Ethereum (the "**Digital Currency Wallet**" and "**Digital Currency**" respectively);

- A Digital Currency exchange service enabling you to obtain prices for your purchases and sales of Digital Currencies (a "**DC Exchange**");
- A Digital Currency conversion service enabling you to buy and sell Digital Currencies in transactions with Coinbase UK (the "**Conversion Services**").

Unlike Coinbase E-Money Services, Coinbase Digital Currency Services are not regulated by the FCA. Coinbase UK is not a regulated financial services provider. Coinbase UK is based in, and provides its services from, the UK.

1.4. Additional Coinbase Services. In addition to the core services, the following services ("**Additional Services**") may be made available by Coinbase UK to users that fulfil certain eligibility criteria:

- Coinbase Pro Services (Appendix 1);
- Developer's Tools (Appendix 5).

We refer to the Coinbase E-Money Services, Coinbase Digital Currency Services and Additional Services together as the "**Coinbase Services**".

1.5. Fees: A full list of Coinbase UK's fees can be found on [Pricing and Fees Disclosures page](#).

2. COINBASE ACCOUNTS AND ACCESS.

2.1. Registration of Coinbase Account. In order to use the Coinbase Services, you will need to register for a Coinbase account (a "**Coinbase Account**") by providing your name, an e-mail address, password, and accepting the terms of this Agreement and our [Privacy Policy](#). We may, in our sole discretion, refuse to open a Coinbase Account for you, or limit the number of Coinbase Accounts that you may hold.

2.2. Identity Verification. You agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing,

fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use the Coinbase Services and your access to one or more Coinbase Services, including certain transfers of E-Money and Digital Currency, and the limits that apply to your use of the Coinbase Services, may be altered as a result of information collected on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification number, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number). In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. **You authorise us to make the inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries**** , you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that **** these agencies may respond to our inquiries in full ***. *This is an identity check only and should have no adverse effect on your credit rating.** Additionally, we may require you to wait some amount of time after completion of a transaction, before permitting you to use further Coinbase Services and/or before permitting you to engage in transactions beyond certain volume limits. This includes authorizing your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Coinbase with your wireless operator account profile information for the duration of the business relationship.

2.3 Access. To access the Coinbase Services, you must have the necessary equipment (such as a smartphone or tablet) and the associated telecommunication service

subscriptions to access the Internet. The Coinbase Services can be accessed directly using the Coinbase Site.

3. PAYMENT SERVICES

3.1. Loading. You can load funds into your E-Money Wallet using one of the payment methods available in the Coinbase Site, such as a credit or debit card, or bank transfer (your E-Money Wallet will show loaded funds once we have received them). When you "load" funds into the E-Money Wallet you will be issued with E-Money by Coinbase Payments. The E-Money Wallet is not a deposit account which means that your E-Money will not be protected by the Financial Services Compensation Scheme. However, Coinbase Payments will hold funds received in a designated safekeeping account with a regulated financial institution. E-Money held in an E-Money Wallet will not earn any interest. Your E-Money Wallet may hold E-Money denominated in different currencies and we will show the E-Money balance for each currency that you hold.

3.2. Purchase of Digital Currency. To purchase Digital Currency using E-Money, you must follow the relevant instructions on the Coinbase Site. A purchase of Digital Currency using E-money should occur on the business day we receive your instructions.

3.3. Receipt of instructions. If we receive instructions from you to purchase Digital Currency using E-Money on a non-business day or after 4:30 pm (London time) on a business day, we may treat those instructions as if they were received by us on the following business day.

3.5. Revocation. When you give us instructions to purchase Digital Currency using E-Money, you cannot withdraw your consent to that purchase unless the purchase is not due to occur until an agreed date in the future e.g. this may occur if you set up a recurring purchase of Digital Currency (+a "**Future Transaction**"). In the case of a Future Transaction, you may withdraw your consent up until the end of the business day before the

date that the Future Transaction is due to take place. To withdraw your consent to a Future Transaction follow the instructions on the Coinbase Site.

3.6. Account Information. You will be able to see your E-Money Wallet balance and your transaction history using the Coinbase Site, including (i) the amount (and currency) of each Digital Currency Purchase, (ii) a reference to identify the payer and / or payee (as appropriate), (iii) any fees charged (including a breakdown of the fees), (iv) where there has been a currency exchange, the rate of exchange, and the amount (in the new currency) after exchange (where you are the payer) or the amount (in the original currency) before the exchange (where you are the payee), and (v) the debit or credit date of each Digital Currency Purchase (as appropriate).

3.7. Redeeming E-Money. You may redeem all or part of any E-Money held in your E-Money Wallet at any time by selecting the relevant option in the Coinbase Site and following the instructions. Unless agreed otherwise, funds will be transferred to the bank account you have registered with us.

If this Agreement is terminated, we will redeem any E-Money remaining in your Coinbase E-Money Wallet and transfer funds to the bank account you have registered with us.

Prior to redeeming E-Money from your E-Money Wallet, we may conduct checks for the purposes of preventing fraud, money laundering, terrorist financing and other financial crimes. This may mean you are prevented or delayed from withdrawing E-Money.

3.8. Unauthorised and Incorrect Transactions. Where a purchase of Digital Currency and / or redemption of E-Money is initiated from your E-Money Wallet using your credentials, we will assume that you authorised such transaction, unless you notify us otherwise.

If you believe you did not authorise a particular transaction or that a transaction was incorrectly carried out, you must contact us as soon as possible and in any case no later than 13 months after the relevant transaction occurred, either by email free of charge at support+trust@coinbase.com or by phone on +1 (888) 908-7930 (international call charges may apply). It is important that you regularly check your E-Money Wallet balance and your transaction history regularly to ensure any unauthorised or incorrect transactions are

identified and notified to us at the earliest possible opportunity. We are not responsible for any claim for unauthorised or incorrect transactions unless you have notified us in accordance with this section.

3.9. Refund rights. If an unauthorised transaction occurs, we will refund you the amount of that transaction within one business day and restore your E-Money Wallet to the state it would have been in had the unauthorised transaction not taken place. Generally, you will not be liable for losses incurred after you have notified us of the unauthorised use of your E-Money Wallet or if we have failed at any time to provide you with the means for notifying us; however:

- If you are fraudulent or you intentionally or negligently fail to carry out your obligations under this Agreement, you will be liable for all resultant losses incurred by you or us.
- You will be liable for the first EUR 50 of any losses you incur in respect of an unauthorised transaction which arises from the use of a lost or stolen credentials (for example when you have failed to keep the personalised features of your Coinbase E-Money Account safe).

Where there is a dispute between us and you regarding an unauthorised transaction, we may temporarily credit your E-Money Wallet whilst we settle the dispute. Where we determine that the transaction was authorised, we may reverse that credit and correct errors made in any statement of E-Money Wallet without prior notice to you. You will also be liable to us for any E-Money you have transferred which was temporarily credited to your E-Money Wallet.

Where a transaction is made incorrectly (e.g. through our error) we shall refund to you the amount of that transaction without undue delay and restore your E-Money Wallet to the state in which it would have been had the transaction not have taken place, although we will endeavour to provide you with reasonable notice where possible. We will also pay any charges for which we are responsible, and for any interest which you can show that you have had to pay as a consequence of any incorrect or incomplete transaction.

Irrespective of our liability, on your request, we shall try to trace any incorrect or incomplete transaction initiated by you free of charge. However, we cannot guarantee that we will be able to trace such transactions.

3.10. Appointment of Regulated Third Parties. You may appoint appropriately regulated third parties to access your E-Money Wallet. If you do, you should be aware that by virtue of such access, that third party may access your transactional and other data, and / or may initiate transfers from your E-Money Wallet.

3.11. Refusing to deal with Regulated Third Parties. We may refuse access to regulated third parties for objectively justified and duly evidenced reasons relating to unauthorised or fraudulent access to your E-Money Wallet. In such cases, unless we are prohibited by applicable law, we will inform you that that third party's access has been denied and the reasons why. We will permit access again once we are satisfied that the reasons for refusing access no longer exist.

3.12. **Consent to access, processing and storage of your personal data.* * You provide your explicit consent to us accessing, processing and retaining any personal information you provide to us for the purposes of us providing payment services (i.e. the E-Money Services) to you. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws and regulations. You can withdraw your consent to us providing payment processing services (i.e. the E-Money Services) to you at any time by closing your account with us. However, we may retain and continue to process your personal information for other purposes. Please see Section 10 (*Data Protection*) below and our [Privacy Policy](#) for further information about how we process your personal data, and the rights you have in respect of this.

4. DIGITAL CURRENCY SERVICES.

4.1. In General. Your Digital Currency Wallet enables you to send Digital Currency to, and request, receive, and store Digital Currency from, third parties by giving instructions through the Coinbase Site (each such transaction is a "**Digital Currency Transaction**").

4.2. Digital Currency Transactions. We will process Digital Currency Transactions in accordance with the instructions we receive from you. You should verify all transaction information prior to submitting instructions to us. We do not guarantee the identity of any user, receiver, requestee or other party. Digital Currency Transactions cannot be reversed once they have been broadcast to the relevant Digital Currency network.

If you initiate a Digital Currency Transaction by entering the recipient's email address and the recipient does not have an existing Coinbase Account, we will invite the recipient to open a Coinbase Account. If the recipient does not open a Coinbase Account within 30 days, we will return the relevant Digital Currency to your Digital Currency Wallet.

Once submitted to a Digital Currency network, a Digital Currency Transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Digital Currency network. A Digital Currency Transaction is not complete while it is in a pending state. Digital Currency associated with Digital Currency Transactions that are in a pending state will be designated accordingly, and will not be included in your Digital Currency Wallet balance or be available to conduct Digital Currency Transactions.

We may charge network fees (miner fees) to process a Digital Currency Transaction on your behalf. We will calculate the network fee in its discretion, although we will always notify you of the network fee at or before the time you authorise the Digital Currency Transaction. A full list of Coinbase UK's fees can be found on our [Pricing and Fees Disclosures page](#).

We may refuse to process or cancel any pending Digital Currency Transaction as required by law or any court or other authority to which Coinbase is subject in any jurisdiction.

4.3. Supported Digital Currencies. Our Digital Currency Services are available only in connection with those digital currencies that Coinbase supports, and this may change from time to time. Under no circumstances should you attempt to use your Digital Currency Wallet to store, send, request, or receive digital currencies in any form that we do not

support (although we will use reasonable efforts to help you move or sell Digital Currency that we no longer support). We assume no responsibility or liability in connection with any attempt to use your Digital Currency Wallet for digital currencies that we do not support.

If you have any questions about which Digital Currencies we currently support, please visit <https://support.coinbase.com> .

4.4. Digital Currency Storage & Transmission Delays. We securely store Digital Currency private keys, which are the means by which you can securely approve a Digital Currency Transaction. We securely store private keys in our control in a combination of online and offline storage. As a result, it may be necessary for us to retrieve certain information from offline storage in order to facilitate a Digital Currency Transaction in accordance with your instructions, and you acknowledge that this may delay the initiation or crediting of such Digital Currency Transaction.

4.5. Third Party Payments. We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other users of Coinbase Digital Currency Services). We are not responsible for ensuring that a third party buyer or a seller you transact with will complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party using Digital Currency transferred using the Coinbase Digital Currency Services, or if you have a dispute with such third party, you should resolve the dispute directly with that third party. If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify Coinbase Support at support+trust@coinbase.com so that we may consider what action to take, if any.

4.6. Coinbase Vaults. You may elect to use the Coinbase Vault to store Digital Currency and to set withdrawal time-delays.

If you are an existing Multisig Vault customer, we may offer you the option to view, control, and distribute Digital Currency private keys to multiple third parties whose majority approval will be required to transfer associated Digital Currency. **We cannot restore encrypted private keys or otherwise recover private keys which have been distributed and are**

not within our control. If you use the Multisig Vault you acknowledge that we are not responsible for transferring, safeguarding, or maintaining private keys and/or Digital Currency associated with the Vault. If you and/or your co-signing authorities lose, mishandle, or have stolen associated Digital Currency private keys, or if your co-signers refuse to provide requisite authority, you acknowledge that you may not be able to recover associated Digital Currency, and that we are not responsible for such loss.

4.7 Advanced Protocols. Unless specifically announced on the Coinbase Site or other official public statement of Coinbase, we do not support metacoins, coloured coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins which supplement or interact with a Digital Currency we support (collectively, "**Advanced Protocols**"). You should not use your Coinbase Account or Coinbase Pro account to attempt to receive, request, send, store, or engage in any other type of transaction involving an Advanced Protocol. Our platform is not configured to detect and/or secure Advanced Protocol transactions. You acknowledge and agree that we have no responsibility whatsoever in respect of an unsupported Advanced Protocol.

4.8. Operation of Digital Currency Protocols. We do not own or control the underlying software protocols which govern the operation of Digital Currencies supported on our platform: generally, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. We assume no responsibility for the operation of the underlying protocols and we are not able to guarantee their functionality, security, or availability.

You acknowledge and accept the risk that underlying software protocols relating to any Digital Currency you store in your Digital Currency Wallet may change.

In particular, the underlying protocols are likely to be subject to sudden changes in operating rules ("**forks**"), and such forks may materially affect the value, function, and/or the name of the Digital Currency you store in your Digital Currency Wallet. Where possible, we may provide you with notices or alerts on forks in accordance with Section 11.11 (*Contact Information*) below and you must read such notices or alerts received from us in order that you may consider how to deal with upcoming forks. However, it is your responsibility to make yourself aware of, and consider how to deal with, upcoming forks. In the event of a

fork, there is a risk that we may need to temporarily suspend operations in relation to that fork without providing advance notice to you. We may, in our reasonable discretion, decline to support either or both branches of a fork.

You acknowledge the risks presented by forks and you accept that we have no responsibility to assist you to move or sell an unsupported branch of a forked protocol.

5. DIGITAL CURRENCY EXCHANGE SERVICES.

5.1. In General. The Digital Currency Exchange Service enables you to buy Digital Currency using:

- E-Money from / into your E-Money Wallet; and / or
- Central bank issued currency (such as GBP or EUR) supported by Coinbase.

Conversely, when you sell Digital Currency you may elect to receive:

- E-Money into your E-Money Wallet; and / or
- Central bank issued currency (such as GBP or EUR) supported by Coinbase.

5.2. E-Money Transactions. You may purchase supported Digital Currency by using E-Money credited to your E-Money Wallet. You authorise us to debit E-Money from your E-Money Wallet. Although we will attempt to deliver Digital Currency to you as promptly as possible, E-Money may be debited from your E-Money Wallet before Digital Currency is delivered to your Digital Currency Wallet.

You may sell Digital Currency in exchange for E-Money. You authorise us to debit your Digital Currency Wallet and credit your E-Money Wallet with the relevant amount of E-Money.

5.3. Central Bank Currency Transactions. You may purchase supported Digital Currency by linking a valid payment method, such as a credit or debit card, to your Digital Currency

Wallet. You authorise us to debit funds using your selected payment method(s) to complete your purchase. Although we will attempt to deliver Digital Currency to you as promptly as possible, funds may be debited from your selected payment method before the status of your Digital Currency transaction is shown as complete and is delivered to your Digital Currency Wallet.

You may sell Digital Currency in exchange for central bank issued currency (such as GBP or EUR) supported by Coinbase. In such circumstances, you authorise us to debit your Hosted Digital Currency Wallet and to send instructions to credit your selected payment method(s) in settlement of sell transactions. We will send these instructions as soon as reasonably possible. Any GBP or EUR should be credited to your selected payment method(s) by the end of the business day after we send such instructions.

5.4. Transaction Fulfilment. We will make best efforts to fulfil all purchases of Digital Currency, but in some circumstance we may be unable to. If this is the case, we will notify you and seek your approval to re-attempt the purchase at the current Exchange Rate (as defined below).

5.5. Availability of Payment Methods. The availability of a method of payment depends on a number of factors including, for example, where you are located, the identification information you have provided to us, and limitations imposed by third party payment processors.

5.6. Conversion Fees. Each purchase or sale of Digital Currency using E-Money or central bank issued currency is subject to a fee (a "**Conversion Fee**"). The applicable Conversion Fee will be displayed to you on the Coinbase Site prior to each transaction and is stated in each receipt we issue to you. We may adjust our Conversion Fees at any time. We will not process a transaction if the Conversion Fee and any other associated fees would, together, exceed the value of your transaction. A full list of Coinbase UK's fees can be found on our [Pricing and Fees Disclosures page](#).

5.7. Exchange Rates. Each purchase or sale of Digital Currency using E-Money or central bank issued currency is also subject to the Coinbase "Exchange Rate" for the given transaction. The "**Exchange Rate**" means the price of a given supported Digital Currency in

E-Money or central bank issued currency as quoted on the Coinbase Site. The Exchange Rate is stated either as a "**Buy Price**" or as a "**Sell Price**", which is the price at which you may buy or sell Digital Currency, respectively. You acknowledge that the Buy Price Exchange Rate may not be the same as the Sell Price Exchange Rate at any given time, and that we may add a margin or "spread" to the quoted Exchange Rate. You agree to accept the Exchange Rate when you authorise a transaction. You can learn more about Coinbase UK's Exchange Rates on our [Pricing and Fees Disclosures page](#).

We do not guarantee the availability of any Exchange Rate. We do not guarantee that you will be able to buy and / or sell your Digital Currency on the open market at any particular price or time.

5.8. Authorisations; Reversals; Cancellations. By clicking the "Buy" or "Sell" button on the Coinbase Site, you are authorising Coinbase to initiate the transaction at the quoted Buy Price or Sell Price and agree to any associated Conversion and Exchange Fees. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful or if your payment method has insufficient funds, you authorise us, in our sole discretion, either to cancel the transaction or to debit your other payment methods, including balances on your E-Money Wallet and/or Digital Currency Wallets, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, insufficient funds, or similar fees charged by your payment provider.

6. TRANSACTION LIMITS AND ENHANCED DUE DILIGENCE

6.1. Transactions Limits. The use of all Coinbase Services is subject to a limit on the amount of volume, stated in GBP or EUR, you may transact or transfer in a given period (e.g., daily). To view your limits, login to your Coinbase Account and visit <https://www.coinbase.com/verifications> or see the App. Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. We reserve the right to change applicable limits as we deem necessary. If you wish

to raise your limits beyond the posted amounts, you may submit a request at <https://support.coinbase.com>.

6.2 Enhanced Due Diligence. We may require you to submit additional information about yourself or your business, provide records, and arrange for meetings with Coinbase staff (such process, "**Enhanced Due Diligence**"). We reserve the right to charge you costs and fees associated with such Enhanced Due Diligence although if we intend to do so, we will notify you in advance. In our discretion, we may refuse to raise your limits or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence.

7. SUSPENSION, TERMINATION, AND CANCELLATION.

7.1 Suspension, Termination, and Cancellation. We may: (a) refuse to complete or block, cancel or reverse a transaction you have authorised (b) suspend, restrict, or terminate your access to any or all of the Coinbase Services, and/or (c) deactivate or cancel your Coinbase Account with immediate effect for any reason, including but not limited to where:

- We are, in our reasonable opinion, required to do so by applicable law or any court or other authority to which we are subject in any jurisdiction;
- We reasonably suspect you of acting in breach of this Agreement;
- We reasonably suspect you have breached our [Behaviour Policy](#) or our Policy on Prohibited Use, Prohibited Businesses and Conditional Use;
- We have concerns that a transaction is erroneous or about the security of your Coinbase Account or we suspect the Coinbase Services are being used in a fraudulent or unauthorised manner;
- We suspect money laundering, terrorist financing, fraud, or any other financial crime;
- If your credit or debit card or any other valid payment method linked to your Digital Currency Wallet is declined;
- Use of your Coinbase Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; and / or

- You take any action that may circumvent our controls such as opening multiple Coinbase Accounts or abusing promotions which we may offer from time to time.

We may also refuse to complete a transaction you have authorised where there is insufficient E-Money in your Coinbase E-Money Account and / or insufficient Digital Currency in your Digital Currency Wallet to cover the transaction and (where applicable) associated fees at the time that we receive notification of the transaction.

If we refuse to complete a transaction and / or suspend or close your Coinbase Account, or terminate your use of Coinbase Services in this way, we will (unless it would be unlawful for us to do so) provide you with notice of our actions and the reasons for refusal, suspension or closure and where appropriate, with the procedure for correcting any factual errors that led to the refusal, suspension or closure. In the event that we refuse to complete a transaction and / or suspend your Coinbase Account we will lift the suspension as soon as reasonably practicable once the reasons for refusal and / or suspension no longer exist. However, we are under no obligation to allow you to reinstate a transaction at the same price or on the same terms as the suspended, reversed or cancelled transaction.

We may suspend, restrict, or terminate your access to any or all of the Coinbase Services and/or deactivate or cancel your Coinbase Account, without reason by giving you two months notice. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your Coinbase Account, may be based on confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of its risk management and security procedures to you.

On termination of this Agreement, unless prohibited by applicable law or by any court or other order to which Coinbase is subject in any jurisdiction, you may:

- transfer Digital Currency and/or your Digital Currency Wallet(s) for ninety (90) days thereafter; and / or
- transfer E-Money at any point in the six-year period commencing with the date of the termination of the Agreement.

If we suspend or close your account, or terminate your use of Coinbase Services for any reason, we reserve the right to require you to complete the procedures outlined at Section 2.2. (*Identity Verification*) before permitting you with transfer or withdraw Digital Currency or E-Money.

You may cancel your Coinbase Account at any time by withdrawing all balances and visiting <https://www.coinbase.com/settings/cancel>. You will not be charged for cancelling your Coinbase Account, although you will be required to pay any outstanding amounts owed to us. You authorise us to cancel or suspend any pending transactions at the time of cancellation.

8. LIABILITY

8.1. Release of Coinbase If you have a dispute with one or more users of the Coinbase Services, you agree that neither we nor our affiliates or service providers, nor any of our respective officers, directors, agents, joint venturers, employees and representatives will be liable for any claims, demands and damages (actual and consequential) of any kind or nature arising out of or in any way connected with such disputes.

8.2. Indemnification. You agree to indemnify us, our affiliates and service providers, and each of our or their respective officers, directors, agents, employees and representatives, in respect of any costs (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) that have been reasonably incurred in connection with any claims, demands or damages arising out of or related to your breach and / or our enforcement of this Agreement (including without limitation your breach of our [Behaviour Policy](#) or our Policy on Prohibited Use, Prohibited Businesses and Conditional Use) or your violation of any law, rule or regulation, or the rights of any third party.

8.3. Limitations of Liability. We shall only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of this Agreement and our liability in these circumstances is limited as set out in the remainder of this section.

(For the avoidance of doubt the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.)

8.3. A. Liability cap. Except as otherwise provided for in this Agreement, neither we, nor our affiliates or service providers, nor any of our or their respective officers, directors, agents, employees or representatives, will be liable for any amount greater than the combined value of the Digital Currency and E-Money on deposit in your E-Money Wallet and your Digital Currency Wallet at any given time. Where we are considering a specific claim relating to a specific transaction this sum shall be further limited to the amount of the transaction in dispute.

8.3. B. Limitation of loss. In addition to the liability cap at Section 8.3.A. above, in no event shall we, our affiliates or service providers, or any of our or their respective officers, directors, agents, employees or representatives, be liable for any of the following types of loss or damage arising under or in connection with this Agreement or otherwise:

(i) any loss of profits or loss of expected revenue or gains, including any loss of anticipated trading profits and / or any actual or hypothetical trading losses, even if we are advised of or knew or should have known of the possibility of the same. This means, by way of example only (and without limiting the scope of the preceding sentence), that if you claim that we failed to process a buy or sell transaction properly, your damages are limited to no more than the combined value of the supported Digital Currency and E-Money at issue in the transaction, and that you may not recover for any "loss" of anticipated trading profits or for any actual trading losses made as a result of the failure to buy or sell.

(ii) any loss of or damage to reputation or goodwill; any loss of business or opportunity, customers or contracts; any loss or waste of overheads, management or other staff time; or any other loss of revenue or actual or anticipated savings, even if we are advised of or knew or should have known of the possibility of the same;

(iii) any loss of use of hardware, software or data and / or any corruption of data; including but not limited to any losses or damages arising out of or relating to any inaccuracy, defect or omission of digital currency price data; any error or delay in the transmission of such data; and / or any interruption in any such data;

(iv) any loss or damage whatsoever which does not stem directly from our breach of this Agreement; and / or

(v) any loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of this Agreement (whether or not you are able to prove such loss or damage).

8.3. C. Applicable law.**** The limitation of liability in this Section 8.3 is subject to any obligations that we have under applicable law and regulation, including our obligation to exercise reasonable care and skill in our provision of the Coinbase Services. Nothing in this Agreement shall limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, deliberate misconduct, for death or personal injury resulting from either our or our subcontractor's negligence.

8.4. No Warranties. The Coinbase services are provided on an "as is"and "as available"basis without any representation or warranty, whether express or implied, to the maximum extent permitted by applicable law: specifically we disclaim any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any representations or warranties that access to the Coinbase Site, any of the Coinbase Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.

We make no representations about the accuracy or completeness of historical Digital Currency price data available on the Coinbase Site. We will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and cheque issuances are processed in a timely manner but we make no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

8.5. Safety and Security of Your Computer and Devices. Coinbase is not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us. Coinbase customer support will never ask to screen share or otherwise seek to access your computer or account; similarly, we will not ask for your two factor authentication codes. Always log into your Coinbase Account through the Coinbase Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication

or notice.

8.6. No Liability for Breach. We are not liable for any breach of the Agreement where the breach is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all effects to the contrary, nor are we liable where the breach is due to the application of mandatory legal rules.

9. CUSTOMER FEEDBACK, QUERIES, COMPLAINTS, AND DISPUTE RESOLUTION

9.1. Contact Coinbase. If you have any feedback, questions, or complaints, contact us via our Customer Support webpage at <https://support.coinbase.com> or using the App or write to us at Coinbase Customer Support, 9th Floor, 107 Cheapside, London EC2V 6DN, United Kingdom.

When you contact us please provide us with your name, address, and any other information we may need to identify you, your Coinbase Account, and the transaction on which you have feedback, questions, or complaints.

9.2. Complaints. In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. We will acknowledge receipt of your complaint if you contact us via our [Customer Support webpage](#). A Customer Complaints officer ("**Officer**") will consider your complaint. The Officer will consider your complaint without prejudice based on the information you have provided and any information provided by Coinbase. Within 15 business days of our receipt of your complaint the Officer will address all points raised in your complaint by sending you an e-mail ("**Resolution Notice**") in which the Officer will: (i) offer to resolve your complaint in the way you requested; (ii) make a determination rejecting your complaint and set out the reasons for the rejection; or (iii) offer to resolve your complaint with an alternative solution. In exceptional circumstances, if the Officer is unable to respond to your complaint within 15 business days for reasons beyond Coinbase's control, the Officer will send you a holding reply indicating the reasons for a delay in answering your complaint and specifying the deadline by which the Officer will respond to your complaint (which will be no later than 35 business days from our receipt of your complaint).

9.3. Offers. Any offer of resolution made to you will only become binding on us if accepted by you. An offer of resolution will not constitute any admission by us of any wrongdoing or liability regarding the subject matter of the complaint.

9.4. Financial Ombudsman Service. You may be able to take unresolved complaints to the Financial Ombudsman Service ("**FOS**"). You can find further information about the FOS and the types of complainants eligible to submit matters to the FOS using the following details:

Address : Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone : 0800 023 4567 or 0300 123 9 123.

Email : complaint.info@financial-ombudsman.org.uk

Website : <http://www.financial-ombudsman.org.uk>

9.5. Arbitration. ** Any dispute exceeding £5,000 (or EUR 5,500) arising out of or in connection with this Agreement (a "Dispute") shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration ("LCIA"), which are deemed to be incorporated by reference into this Section.** The tribunal shall consist of a sole arbitrator, unless the LCIA determines that, in view of all the circumstances of the case, a three-member tribunal is appropriate. The place and seat of the arbitration shall be London, England. The language to be used in the arbitration proceedings will be English. Any award of the tribunal shall be binding from the day it is made, and the parties hereby waive any right to refer any question of law and any right of appeal on the law and/or merits to any court. Judgment on the award rendered by the tribunal may be entered in any court of competent jurisdiction.

Coinbase will pay all the arbitration fees due to LCIA for any Dispute. If you prevail on any claim for which you are legally entitled to legal fees, you may seek to recover those fees from the arbitrator. For any claim where you are seeking relief, Coinbase will not seek to have you pay its legal fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous.

The parties agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable. For purposes of this arbitration provision, references to the parties also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorised Users or beneficiaries of the Coinbase Services. Nothing in this Section 9.5 (*Arbitration*) shall be construed as preventing either party from seeking conservatory or similar interim relief in any court of competent jurisdiction. If any provision of this Section 9.5 (*Arbitration*) is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

You can find further information about the LCIA using the following details:

Address : The London Court of International Arbitration, 70 Fleet St, London EC4Y 1EU

Telephone : 020 7936 6200

Website : <http://www.lcia.org/>

9.6. Claims. You agree to use the complaints procedure set out at Section 9.2 of this Agreement before contacting the FOS or the LCIA. You agree to contact the FOS and / or refer a Dispute to the LCIA in accordance with Sections 9.4 and 9.5 of this Agreement respectively before filing any claim in a competent court. If you do not follow the procedures set out in this Section 9 before filing a claim in a court, we shall have the right to ask the court to dismiss your filing unless and until you complete the steps outlined above.

10. DATA PROTECTION.

10.1. Personal Data. You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated or other individuals, in connection with this Agreement, or the Coinbase Services. Accordingly, you represent and warrant that:

- your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed;
- before providing any such personal data to us, you have read and understood our [Privacy Policy](#), attached to this Agreement and a copy of which is also available at [Privacy Policy](#), and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that [Privacy Policy](#) (as amended from time to time), to that individual; and
- if from time to time we provide you with a replacement version of the [Privacy Policy](#), you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

11. GENERAL TERMS AND CONDITIONS.

11.1. Limited License. We grant you a limited, non-exclusive, non-transferable license, subject to the terms of this Agreement, to access and use the Coinbase Site, and related content, materials, information (collectively, the "**Content**") solely for approved purposes as permitted by us from time to time. Any other use of the Coinbase Site or Content is expressly prohibited and all other right, title, and interest in the Coinbase Site or Content is exclusively the property of Coinbase and its licensors. You agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. "**Coinbase.com**", "**Coinbase**", "**Coinbase Pro**", "**Pro.coinbase.com**" and all logos related to the Coinbase Services or displayed on the Coinbase Site are trademarks or registered marks of Coinbase or its licensors. You may not copy, imitate or use them without our prior written consent.

11.2. Website Accuracy. Although we intend to provide accurate and timely information on the Coinbase Site, the Coinbase Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Coinbase Site are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessible or linked to the Coinbase Site.

11.3. Third-Party Applications. In order to access Coinbase Services users are required to provide an email address and create a password. Coinbase offers second factor authentication via a user's mobile device (Short Message Service, SMS, or a supported Time-based One Time Password, TOTP, application). A verified phone number is required to enable second factor authentication via SMS. Users are responsible for keeping electronic devices through which Coinbase Services is accessed safe and maintaining adequate security and control of any and all security details that are used to access the Coinbase Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of said electronic devices and ensuring that said electronic devices are password protected. Any loss or compromise of personal electronic devices or security details may result in unauthorised access of a user's Coinbase Account by third-parties and the loss or theft of any E-Money, Digital Currency and/or funds held in your Coinbase Account and the misuse of any associated accounts, including linked bank account(s) and credit/debit card(s). Users must keep security details safe at all times. For example, passwords and TOTP authentication seeds be safeguarded and not shared or made visible to others. Coinbase strongly recommends the use of password and second factor protected password managers to safeguard login credentials and Personal Identification Numbers, PINs, and/or biometric authentication features to safeguard second factor generating mobile devices.

11.4. Prohibited and Conditional Use. In connection with your use of the Coinbase Services, and your interactions with other users and third parties, you agree to comply with the Coinbase Policy on Prohibited Use, Prohibited Businesses and Conditional Use.

11.5. Export Controls & Sanctions. Your use of the Coinbase Services and the Coinbase Site is subject to international export controls and economic sanctions requirements. By sending, receiving, buying, selling, trading or storing Digital Currency through the Coinbase Site or Coinbase Services, you agree that you will comply with those requirements. You are not permitted to acquire Digital Currency or use any of the Coinbase Services through the Coinbase Site if: (1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, or Syria or any other country subject to United States embargo, UN sanctions, HM Treasury's financial sanctions regime (a "**Sanctioned Country**"), or if you are a person on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or the HM

Treasury's financial sanctions regime (a "**Sanctioned Person**"); or (2) you intend to supply any acquired or stored Digital Currency or Coinbase Services to a Sanctioned Country (or a national or resident of a Sanctioned Country) or Sanctioned Person.

11.6. Amendments. We will notify of you any change to the Agreement relating to Coinbase E-Money Services by email at least two months in advance. In such circumstances, you will be deemed to have accepted the change if you do not notify us otherwise prior to the date the change takes effect and continue to use the Services. If you do not accept the change, the Agreement will terminate at the end of the two-month notice. You may also end the Agreement immediately and free of charge with effect at any time before the expiry of the two-month notice. We may make all other amendments to the Agreement by posting the revised Agreement on the Coinbase Site or by emailing it to you, indicating when the revised Agreement becomes effective. Although we will endeavour to provide you with advance notice where possible, where lawful we may indicate that the revised Agreement shall be effective immediately and if you do not agree with any such modification, you should close your Coinbase Account and cease using the Coinbase Services.

Copies of the most up-to-date version of the Agreement will be made available in the Coinbase Site at all times and will be provided to you by email on your request.

11.7. Relationship of the Parties. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, either you or Coinbase to be treated as the agent of the other.

11.8. Privacy of Others; Marketing. If you receive information about another user through the Coinbase Services, you must keep the information confidential and only use it in connection with the Coinbase Services. You may not disclose or distribute a user's information to a third party or use the information except as reasonably necessary to effect a transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive the user's express consent to do so. You may not send unsolicited email to a user through the Coinbase Services.

11.9. Password Security. In order to access Coinbase Services you will be required to create or be given security details, including a username and password. You are responsible for keeping the electronic device through which you access Coinbase Services safe and maintaining adequate security and control of any and all security details that you use to access the Coinbase Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of such electronic device and ensuring that such electronic device is encrypted and password protected. Any loss or compromise of your electronic device or your security details may result in unauthorised access to your Coinbase Account by third-parties and the loss or theft of any E-Money, Digital Currency and/or funds held in your Coinbase Account and any associated accounts, including your linked bank account(s) and credit card(s). You must keep your security details safe at all times. For example, you should not write them down or otherwise make them visible to others.

11.10. Security Breach. If you suspect that your Coinbase Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and / or Coinbase (together a "**Security Breach**"), you must notify Coinbase Support as soon as possible by email free of charge at support+trust@coinbase.com or by calling us on +1 (888) 908 7930 (international charges may apply) and continue to provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce, manage or report any Security Breach. Failure to provide prompt notification of any Security Breach may be taken into account in our determination of the appropriate resolution of the matter.

11.11. Contact Information. You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you (including notices or alerts of actual or suspected Security Breach).

11.12. Taxes. It is your responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Coinbase Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Coinbase Account.

11.13. Unclaimed Property. If we hold E-Money or Digital Currency, and we are unable to contact you and have no record of your use of the Coinbase Services for several years, applicable law may require us to report the E-Money or Digital Currency as unclaimed property to the authorities in certain jurisdictions. We will try to locate you at the address shown in our records, but if we are unable to, we may be required to deliver any such E-Money or Digital Currency to the authorities in certain jurisdictions as unclaimed property. We reserve the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

11.14. Entire Agreement. This Agreement (including documents incorporated by reference herein) comprise the entire agreement between you and Coinbase.

11.15. Interpretation. Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.

11.16. Transfer. This Agreement is personal to you and you cannot transfer or assign your rights, licenses, interests and/or obligations to anyone else. We may transfer or assign our rights licenses, interests and / or our obligations at any time, including as part of a merger, acquisition or other corporate reorganisation involving Coinbase, provided that this transfer or assignment does not materially impact the quality of the Coinbase Services you receive.

11.17. Security Interests. You must not create security over your E-Money or Digital Currency unless we say you can in writing.

11.18. Invalidity. If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision.

11.19. Enforcement of Our Rights. We may not always strictly enforce our rights under this Agreement. If we do this, it will be just a temporary measure and we may enforce our rights strictly again at any time.

11.20. Language. This Agreement and any information or notifications that you or we are to provide should be in English. Any translation of this Agreement or other documents is

provided for your convenience only. In the event of any inconsistency, the English language version of this Agreement or other documents shall prevail.

11.21. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, the sections relating to suspension or termination, Coinbase Account cancellation, debts owed to Coinbase, general use of the Coinbase Site, disputes with Coinbase, and general provisions, will continue to be binding and operate after the termination or expiration of this Agreement.

11.22. Governing Law and jurisdiction. This Agreement will be governed by English law and the non-exclusive jurisdiction of the English courts. However, if you are an individual not engaged in conduct related to your trade, business or profession, and you are resident outside England and Wales, you may also petition the courts of the jurisdiction in which you reside ("Home Jurisdiction**") and the law governing this Agreement may include any such consumer laws of your Home Jurisdiction that provide greater consumer protection than is available under English law.**

APPENDICES

APPENDIX 1: PROHIBITED USE, PROHIBITED BUSINESSES AND CONDITIONAL USE

Prohibited Use

You may not use your Coinbase Account to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Coinbase Services involves a Prohibited Use, or have questions about how these requirements apply to you, please submit a request at <https://support.coinbase.com>. By opening a Coinbase Account, you confirm that you will not use your Account to do any of the following:

- **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Coinbase conducts business, including but not limited to the U.S. Department of Treasury's Office of

Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information

- **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Coinbase Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Coinbase Site, other Coinbase Accounts, computer systems or networks connected to the Coinbase Site, through password mining or any other means; use Coinbase Account information of another party to access or use the Coinbase Site, except in the case of specific Merchants and/or applications which are specifically authorized by a user to access such user's Coinbase Account and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of Coinbase
- **Abuse Other Users:** Interfere with another individual's or entity's access to or use of any Coinbase Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Coinbase Site about others, including without limitation email addresses, without proper consent
- **Fraud:** Activity which operates to defraud Coinbase, Coinbase users, or any other person; provide any false, inaccurate, or misleading information to Coinbase
- **Gambling:** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance
- **Intellectual Property Infringement:** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Coinbase intellectual property, name, or logo, including use of Coinbase trade or service marks, without express consent from Coinbase or in a manner that otherwise harms Coinbase or the Coinbase brand; any action that implies an untrue endorsement by or affiliation with Coinbase

Prohibited Businesses

In addition to the Prohibited Uses described above, the following categories of businesses, business practices, and sale items are barred from Coinbase Services ("Prohibited Businesses"). Most Prohibited Businesses categories are imposed by Card Network rules or

the requirements of our banking providers or processors. The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Coinbase Services involves a Prohibited Business, or have questions about how these requirements apply to you, please contact us at <https://support.coinbase.com>.

By opening a Coinbase Account, you confirm that you will not use Coinbase Services in connection with any of following businesses, activities, practices, or items:

- **Investment and Credit Services:** Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes
- **Restricted Financial Services:** Check cashing, bail bonds; collections agencies.
- **Intellectual Property or Proprietary Rights Infringement:** Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder
- **Counterfeit or Unauthorized Goods:** Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen
- **Regulated Products and Services:** Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials
- **Drugs and Drug Paraphernalia:** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs
- **Pseudo-Pharmaceuticals:** Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body
- **Substances designed to mimic illegal drugs:** Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom)
- **Adult Content and Services:** Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features
- **Multi-level Marketing:** Pyramid schemes, network marketing, and referral marketing programs
- **Unfair, predatory or deceptive practices:** Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers

- **High risk businesses:** any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies

Conditional Use

Express written consent and approval from Coinbase must be obtained prior to using Coinbase Services for the following categories of business and/or use ("Conditional Uses"). Consent may be requested by contacting us at <https://support.coinbase.com>. Coinbase may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced on-boarding procedures, and operate subject to restrictions if you use Coinbase Services in connection with any of following businesses, activities, or practices:

- **Money Services:** Money transmitters, Digital Currency transmitters; currency or Digital Currency exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the Coinbase Services
- **Charities:** Acceptance of donations for nonprofit enterprise
- **Games of Skill:** Games which are not defined as gambling under this Agreement or by law, but which require an entry fee and award a prize
- **Religious/Spiritual Organizations :** Operation of a for-profit religious or spiritual organization

APPENDIX 2: VERIFICATION PROCEDURES AND LIMITS

Coinbase uses multi-level systems and procedures to collect and verify information about you in order to protect Coinbase and the community from fraudulent users, and to keep appropriate records of Coinbase's customers. Your access to one or more Coinbase Services, and limits including daily or weekly Conversion limits, Coinbase Pro deposit, withdrawal and trading limits, Instant Buy limits, Currency Wallet transfer limits, and limits on transactions from a linked payment method may be based on the identifying information and/or proof of identity you provide to Coinbase.

Coinbase may require you to provide or verify additional information, or to wait some amount of time after completion of a transaction, before permitting you to use any Coinbase

Services and/or before permitting you to engage in transactions beyond certain volume limits. You may determine the volume limits associated with your level of identity verification by visiting your account's [Limits](#) page.

You may submit a request at <https://support.coinbase.com> to request larger limits. Coinbase will require you to submit to Enhanced Due Diligence. Additional fees and costs may apply, and Coinbase does not guarantee that we will raise your limits.

APPENDIX 3: E-SIGN DISCLOSURE AND CONSENT

This policy describes how Coinbase delivers communications to you electronically. We may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

Electronic Delivery of Communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your Coinbase Account and your use of Coinbase Services.

Communications include:

- Terms of use and policies you agree to (e.g., the Coinbase User Agreement and Privacy Policy), including updates to these agreements or policies;
- Account details, history, transaction receipts, confirmations, and any other Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your Account.\

We will provide these Communications to you by posting them on the Coinbase website, emailing them to you at the primary email address listed in your Coinbase profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

Hardware and Software Requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an Internet connection;
- A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;
- A valid email address (your primary email address on file with Coinbase); and
- Sufficient storage space to save past Communications or an installed printer to print them.

How to Withdraw Your Consent

You may withdraw your consent to receive Communications electronically by contacting us at <https://support.coinbase.com>. If you fail to provide or if you withdraw your consent to receive Communications electronically, Coinbase reserves the right to immediately close your Account or charge you additional fees for paper copies.

Updating your Information

It is your responsibility to provide us with a true, accurate and complete e-mail address and your contact information, and to keep such information up to date. You understand and agree that if Coinbase sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Coinbase will be deemed to have provided the Communication to you.

You may update your information by logging into your account and visiting settings or by contacting our support team at <https://support.coinbase.com>.

APPENDIX 4: COINBASE PRO ACCOUNTS.

1.1 Access to Coinbase Pro. Eligible users may establish an account at Coinbase Pro (at www.pro.coinbase.com), an order book exchange platform for Digital Currencies. Coinbase

does not offer Coinbase Pro to customers in all jurisdictions. This Part 3 of the User Agreement applies to you if you access Coinbase Pro.

1.2 Order Books. Coinbase Pro offers an order book for various Digital Currency and Fiat Currency trading pairs (each an 'Order Book'). Refer to your Coinbase Pro account to determine which Order Books are available to you.

1.3 Your Coinbase Pro Account. Your Coinbase Pro Account consists of the following.

- A dedicated Hosted Digital Currency Wallet for each Digital Currency offered on Coinbase Pro.
- A dedicated Fiat Currency Wallet.
- Associated user tools, accessible at www.pro.coinbase.com and through Coinbase Pro API.

1.4 Deposits. You may fund your Coinbase Pro Account by depositing Digital Currency and/or Fiat Currency from your basic Coinbase Account, Bank Account or an external Digital Currency address into your Coinbase Pro Account. Funds in your Coinbase Pro Account can be used only to trade on Coinbase Pro.

1.5 Withdrawals. You may withdraw Digital Currency from your Coinbase Pro Account by transfer to your basic Coinbase Account or to an external Digital Currency address. You may withdraw Fiat Currency from your Coinbase Pro Account to your basic Coinbase Account or directly to your Bank Account.

ALL DEPOSITS AND WITHDRAWALS MAY BE SUBJECT TO LIMITS. ALL LIMITS WILL BE DISPLAYED IN YOUR COINBASE PRO ACCOUNT.

1.6 Withdrawal Fees. Coinbase may also charge a fee on certain Fiat Currency deposit or withdrawal methods (e.g. bank wire). All such fees will be clearly displayed in your Coinbase Pro Account.

2. Trading Rules and Trading Fees

2.1 Trading Rules. By accessing Coinbase Pro through pro.coinbase.com or Coinbase Pro API, you accept and agree to be bound by the [Trading Rules](#)

2.2. Trading Fees. By placing an order on Coinbase Pro, you agree to pay all applicable fees and you authorize Coinbase to automatically deduct fees directly from your Coinbase Pro Account. Trading Fees are set forth in the Trading Rules and at pro.coinbase.com/fees

3. General Use, Restrictions, and Cancellation.

3.1. Trading Account Use. By using a Coinbase Pro Account you agree and represent that you will use Coinbase Pro only for yourself as Account owner, and not on behalf of any third party, unless you have obtained prior approval from Coinbase. You may not sell, lease, furnish or otherwise permit or provide access to your Trading Account to any other entity or to any individual that is not your employee or agent. You accept full responsibility for your employees' or agents' use of Coinbase Pro, whether such use is directly through Coinbase Pro website or by other means, such as those facilitated through API keys, and/or applications which you may authorize. You understand and agree that you are responsible for any and all orders, trades, and other instructions entered into Coinbase Pro including identifiers, permissions, passwords, and security codes associated with your Coinbase Pro Account.

3.2. Suspension and Cancellation. We may suspend your Coinbase Pro Account or your access to any one for more Order Books in accordance with the User Agreement Account suspension and termination provisions. Suspension or termination of your Coinbase Pro Account shall not affect the payment of fees or other amounts you owe to Coinbase. In the event that your Basic Coinbase Account is suspended or terminated, we will immediately cancel all open orders associated with your Coinbase Pro Account, block all withdrawals and bar the placing of further orders until resolution or Account cancellation.

3.3. No Warranty. We do not represent that Coinbase Pro and/or its constituent Coinbase Pro Accounts, APIs, and related services, will be available without interruption. Although we will strive to provide you with continuous operations, we do not guarantee continuous access or that there will be no delays, failures, errors, omissions or loss of transmitted information, nor do we guarantee that any order will be executed, accepted, recorded, or

remain open. Coinbase reserves the right to cancel any open trades and/or suspend Coinbase Pro activity in accordance with the Trading Rules.

3.4. No Investment Advice or Brokerage. For the avoidance of doubt, Coinbase does not provide investment, tax, or legal advice, nor does Coinbase broker trades on your behalf. All Coinbase Pro trades are executed automatically, based on the parameters of your order instructions and in accordance with posted Trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

3.5. Debts. In the event that there are outstanding amounts owed to us hereunder, including in your Coinbase Account, Coinbase reserves the right to debit your Coinbase Pro Account accordingly and/or to withhold amounts from funds you may transfer from your Coinbase Pro Account to your Coinbase Account.

APPENDIX 5: DEVELOPER'S TOOLS LICENSE.

We have updated our Developer Agreement. The new Developer Agreement is available [here](#) and will go into effect for all existing Applications on December 14, 2018. All new Applications will immediately be subject to the updated Developer Agreement upon signup. The previous Developer Terms are available [here](#) for reference.