

[Last updated: May, 2020 and effective for all users as of May 18, 2020 - please see [here](#) and [here](#) to access the previous versions of these terms]

COINBASE USER AGREEMENT

This agreement (the "Agreement") is for customers who are based outside the United States of America.

In reviewing these terms you will see that some text is coloured in green. These clauses set out the detail of the FCA regulated services provided to you by CB Payments, Ltd. All clauses not coloured in green relate to the unregulated services provided to you by Coinbase UK, Ltd.

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 5 Fleet Place London, EC4M 7RD; 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 5 Fleet Place London, EC4M 7RD, United Kingdom.

References in this Agreement to "Coinbase", "we", "our" or "us", are to Coinbase UK and/or Coinbase Payments depending on the services being discussed, 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 "**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 Cookie Policy.

We refer to the E-Money Services, Digital Currency Services and Additional Services (all defined below) collectively as the "**Coinbase Services**".

You should be aware that the risk of loss in trading or holding Digital Currencies can be substantial. As with any asset, the value of Digital Currencies can go up or down and there can be a substantial risk that you lose money buying, selling, holding, or investing in digital currencies. The Digital Currency Services and Additional Services are not currently regulated by the Financial Conduct Authority or any other regulator in the UK. The Digital Currency Services and Additional Services are not within scope of the jurisdiction of the UK Financial Ombudsman Service, and your Digital Currencies and E-Money are not subject to protection under the UK Financial Services Compensation Scheme. You should carefully consider whether trading or holding Digital Currencies is suitable for you in light of your financial condition.

1. ELIGIBILITY.

To be eligible to use any of the Coinbase Services, you must be at least 18 years old and reside in a country in which the relevant Coinbase Services are accessible. Please note that not all Coinbase Services are available in every country. The list of Coinbase Services accessible by country can be found at <https://www.coinbase.com/global>.

2. E-MONEY SERVICES.

2.1 E-Money Services.

The following services (the "**E-Money Services**") may be provided to you by Coinbase Payments:

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

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

2.2 Digital Currency Services.

The following services (the "**Digital Currency Services**") may be provided to you by Coinbase UK:

- (1) 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); and
- (2) a Digital Currency exchange service enabling you to obtain prices for your purchases and sales of Digital Currencies, and (subject to certain restrictions) carry out any such purchases or sales on the Site.

Unlike E-Money Services, 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.

2.3 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:

- (1) an order book exchange platform for Digital Currencies (as further described in **Appendix 4**) ("**Coinbase Pro**");
- (2) development applications provided by Coinbase (as further described in **Appendix 5**) ("**Developer's Tools**"); and
- (3) staking services, if available in your country, (as further described in Appendix 6) ("**Staking Services**").

2.4 **Fees.** A full list of fees for Coinbase Services can be found on the 'Pricing and Fees Disclosures' page of the Site.

2.5 **Coinbase Group.** Coinbase UK, Coinbase Payments and all affiliated and other group companies of those companies (including Coinbase, Inc.) shall together in this Agreement be termed the “**Coinbase Group**”.

3. **ACCOUNT SETUP.**

3.1 **Registration of Coinbase Account.** To use the Coinbase Services, you will need to register for a Coinbase account (a “**Coinbase Account**”) by providing your name, email address and a password and accepting the terms of this Agreement. By using a Coinbase Account, you agree and represent that you will use the Coinbase Services only for yourself, and not on behalf of any third party, unless you have obtained prior approval from Coinbase in accordance with **Section 3.2 and 4.10** of this Agreement. You are fully responsible for all activity that occurs under your Coinbase Account. 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 or suspend or terminate any Coinbase Account or the trading of specific Digital Currency in your account.

3.2 **Third party Access.** If, to the extent permitted by **Section 4.10**, or as otherwise permitted by Coinbase from time to time, you grant express permission to a third party to access or connect to your Coinbase Account(s), either through the third party's product or service or through the Site, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Coinbase Account(s) and any action of such third party shall be considered to be an action authorised by you. Further, you acknowledge and agree that you will not hold Coinbase responsible for, and will indemnify Coinbase from, any liability arising out of or related to any act or omission of any third party with access to your Coinbase Account(s).

You may change or remove permissions granted by you to third parties with respect to your Coinbase Account(s) at any time through the tabs on the ‘Settings’ page on the Site.

3.3 **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, including as set out in **Appendix 2 (Verification Procedures and Limits)** and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to start using the Coinbase Services and to access specific 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, email address, date of birth, taxpayer identification number, government identification number, information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details. In providing us with this or any other information that may be required, you confirm that the information is accurate and correct and you agree to keep us updated if any of the information you provide changes. We will treat this information in accordance with **Section 11 (Data Protection)**.

You authorise us to make enquiries, 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 enquiries, 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 enquiries 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.

4. PAYMENT SERVICES

4.1 **Loading.** You can load funds into your E-Money Wallet using one of the payment methods available on the Site, such as a credit or debit card or bank transfer (your E-Money Wallet will show loaded funds once we have received them). Loading of funds may be done manually, or as part of a recurring transaction that you set up on your Coinbase Account (see **Section 5.10** below for more details). When funds are loaded into the E-Money Wallet you will be issued with E-Money by Coinbase Payments that represents the funds you have loaded. The E-Money Wallet is not a deposit or investment account which means that your E-Money will not be protected by the Financial Services Compensation Scheme. Coinbase Payments will only hold funds received from users 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.

4.2 **Purchase or Sale of Digital Currency.** You may purchase supported Digital Currency by using E-Money credited to your E-Money Wallet. To carry out a Digital Currency Transaction using E-Money, you must follow the relevant instructions on the Site. A Digital Currency Transaction using E-money should normally be settled no later than one business day after we receive your instructions. 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.

4.3 **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.

4.4 **Revocation.** When you give us instructions to carry out a Digital Currency Transaction using E-Money, you cannot withdraw your consent to that Digital Currency Transaction unless the Digital Currency Transaction is not due to occur until an agreed date in the future e.g. if you have set up Future Transactions (see **Section 5.10** below for more details). 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 Site.

4.5 **Unsuccessful Payments.** If a payment to load funds into your E-Money Wallet is not successful, you authorise Coinbase, in its sole discretion, either to cancel any related Digital Currency Transactions or to debit your other payment methods, including Coinbase balances or other linked accounts, in any amount necessary to complete the Digital Currency Transactions in question. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, or similar fees charged by your payment provider.

4.6 **Account Information.** You will be able to see your E-Money Wallet balance and your transaction history using the 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).

4.7 **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 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 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 until those checks are completed to our reasonable satisfaction in order to comply with our regulatory requirements.

- 4.8 **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 that a transaction using your E-Money Wallet has been carried out that you did not authorise (an “**Unauthorised Transaction**”), or if you have reason to believe that a transaction using your E-Money Wallet has been incorrectly carried out or is not complete (an “**Incorrect Transaction**”), you must contact us as soon as possible, and in any case no later than 13 months after the Unauthorised Transaction or Incorrect Transaction occurred.

It is important that you regularly check your E-Money Wallet balance and your transaction history to ensure any Unauthorised Transactions or Incorrect Transactions are identified and notified to us at the earliest possible opportunity.

We are not responsible for any claim for Unauthorised Transactions or Incorrect Transactions unless you have notified us in accordance with this **Section 4.8**, in which case **Section 4.9** below sets out our respective responsibilities. As further described in **Section 4.9** below, we are not responsible for any claim for Unauthorised Transactions or Incorrect Transactions if you have acted fraudulently, intentionally or with gross negligence and this has resulted in the Unauthorised Transactions or Incorrect Transactions.

During any investigation of any actual or potential Unauthorised Transactions or Incorrect Transactions, we reserve the right to suspend your Coinbase Account to avoid further losses.

- 4.9 **Refund Rights.**

(1) **Unauthorised Transactions.**

If an Unauthorised Transaction occurs as a result of our failure, we will refund you the amount of that transaction by no later than the end of the next business day after becoming aware of the Unauthorised Transaction 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 Transaction or if we have failed at any time to provide you with the means for notifying us.

You will be liable for the first £35 of any losses you incur in respect of an Unauthorised Transaction which arises from the use of lost or stolen credentials (for example when you have failed to keep the login details for your Coinbase Account secure), and if you are fraudulent, or you intentionally or negligently fail to carry out your obligations under this Agreement and this results in Unauthorised Transactions (for example, if you deliberately share your email and password with a third party, or are grossly negligent in keeping your email and password secure, in both cases other than in accordance with **Sections 3.2 and/or 4.10**), you will be liable for all resultant losses incurred as a result of any such Unauthorised Transactions, not just the first £35.

Where there is a dispute between us and you regarding whether or not a transaction is an Unauthorised Transaction, we may (but are not obliged to) 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, although please note that during this period your E-Money Wallet may be temporarily locked to avoid further Unauthorised Transactions. You will also be liable to us (as a debt) for any E-Money you have transferred which was temporarily credited to your E-Money Wallet.

(2) **Incorrect Transactions.**

Where an Incorrect Transaction is made as a result of our action or 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 Incorrect Transaction not taken place. We will also 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 Transaction. Irrespective of our liability, on your request, we shall try to trace any Incorrect Transaction initiated by you free of charge. However, we cannot guarantee that we will be able to trace such transactions.

4.10 **Appointment of Regulated Third Parties.** You may, as set out in **Section 3.2**, appoint appropriately regulated third parties to access your E-Money Wallet ("**Regulated Third Parties**"). If you do, you should be aware that by virtue of such access, that Regulated Third Party may access your transactional and other data, and / or may initiate transfers from your E-Money Wallet. You will be liable for any actions that any Regulated Third Parties take on your Coinbase Account, as further set out in **Section 3.2** above. We reserve the right to refuse access to any Regulated Third Parties, as set out in **Section 4.11** below.

4.11 **Refusing to deal with Regulated Third Parties.** We may refuse access to Regulated Third Party 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 Regulated 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.

4.12 **Consent.** By opening a Coinbase Account with us you provide your explicit consent to us providing payment services (i.e. the E-Money Services) to you. You can withdraw this consent at any time by closing your Coinbase Account.

For the avoidance of doubt, this consent does not relate to our processing of your personal information or your rights under and in accordance with data protection law and regulations. Please see **Section 11 (Data Protection)** below and our Privacy Policy for information about how we process your personal data, and the rights you have in respect of this.

4.13 **Financial Ombudsman Service.** If you have a complaint relating to the E-Money Services provided to you by Coinbase Payments, and that complaint cannot be resolved through the dispute process set out in **Section 10.2**, you may then be able to take unresolved complaints to the Financial Ombudsman Service ("**FOS**"). You agree that you will not raise a complaint with the FOS until the dispute process set out in **Section 10.2** has been completed. 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>

5. **DIGITAL CURRENCY SERVICES.**

5.1 **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 Site (each such transaction is a "**Digital Currency Transaction**").

The Digital Currency Exchange Service enables you to buy Digital Currency using:

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

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

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

- 5.2 **Fiat Currency Transactions (not using your E-Money Wallet).** You may purchase supported Digital Currency by linking a valid payment method 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 it is delivered to your Digital Currency Wallet. You may sell Digital Currency in exchange for fiat currency (such as GBP or EUR) supported by Coinbase. In such circumstances, you authorise us to debit your 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 fiat currency should be credited to your selected payment method(s) by the end of the business day after we send such instructions.

- 5.3 **Transaction Fulfilment.** We will make reasonable efforts to fulfil all purchases of Digital Currency, but in some circumstances, 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).

- 5.4 **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.

- 5.5 **Conversion Fees.** Each purchase or sale of Digital Currency is subject to a fee (a "Conversion Fee"). The applicable Conversion Fee will be displayed to you on the 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.

- 5.6 **Exchange Rates.** Each purchase or sale of Digital Currency is also subject to the Exchange Rate for the given transaction. The "Exchange Rate" means the price of a given supported Digital Currency in fiat currency as quoted on the 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 on the Site. 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.

- 5.7 **Authorisations; Reversals; Cancellations.** By clicking the 'Buy' or 'Sell' button on the Site, you are authorising Coinbase to initiate the transaction at the quoted Buy Price or Sell Price and agree to any associated Conversion Fees 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.

- 5.8 **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 third party and we will have no liability or responsibility for ensuring that the information you provide is accurate and complete.

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.

We may charge network fees (“**miner fees**”) to process a Digital Currency Transaction on your behalf. We will calculate the miner fees at our discretion, although we will always notify you of the miner fees at (or before) the time you authorise the Digital Currency Transaction. A full list of Coinbase UK's miner fees can be found on our ‘Pricing and Fees Disclosures’ page on the Site. Miner fees for each individual transaction will be disclosed to you at the time of purchase on the checkout page. When you or a third party sends Digital Currency to a Coinbase wallet from an external wallet not hosted on Coinbase, the person initiating the transaction is solely responsible for executing the transaction properly, which may include, among other things, payment of miner's fees in order for the transaction to be successful. Non-payment of miner fees may cause your transaction to remain in a pending state outside of Coinbase UK's control and we are not responsible for delays or loss incurred as a result of an error in the initiation of the transaction and have no obligation to assist in the remediation of such transactions.

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 until confirmed by the network.

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

- 5.9 **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>.

- 5.10 **Recurring Digital Currency Transactions.** If you set up a recurring purchase of Digital Currency (a

"Future Transaction"), you authorise us to initiate recurring electronic payments in accordance with your selected Digital Currency Transaction and any corresponding payment accounts, such as direct debits from, or credits to, your linked bank account. Your recurring transactions will occur in identical, periodic instalments, based on your period selection (e.g., daily, weekly, monthly), until either you or Coinbase cancels the recurring order.

If you select a bank account as your payment method for a recurring transaction, and such transaction falls on a weekend or holiday in the location in which the relevant bank is location, or after the relevant bank's business hours, the credit or debit will be executed on the next business day, although the Digital Currency fees at the time of the regularly-scheduled transaction will apply. If your bank is unable to process any payment to Coinbase, we will notify you of cancellation of the transaction and may avail ourselves of remedies set forth in this Agreement to recover any amount owed to Coinbase. This authorisation will remain in full force and effect until you change your recurring transaction settings or until you provide us with written notice via <https://support.coinbase.com>. You agree to notify Coinbase in writing of any changes in your linked bank account information prior to a recurring transaction.

Coinbase may, at any time, terminate recurring transactions by providing notice to you.

- 5.11 **Advanced Protocols.** Unless specifically announced on the Site or via an 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 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.

- 5.12 **Digital Currency Storage & Transmission Delays.** The Coinbase Group securely stores Digital Currency private keys, in a combination of online and offline storage, which are the means by which you can securely approve a Digital Currency Transaction. As a result of our security protocols, it may be necessary for us to retrieve private keys or related 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.

- 5.13 **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 from, or sell to, any third party (including other users of the 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 authorised to do so. If you experience a problem with any goods or services purchased from, or sold to, any third party using Digital Currency transferred using the 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: trust@coinbase.com so that we may consider what action to take, if any.

- 5.14 **Coinbase Vaults.** Coinbase does not support the creation of new multisig vaults (the **"Multisig Vaults"**), however, you may elect to use the Coinbase Vault to store Digital Currency and to set withdrawal time-delays. For more information on Coinbase Vaults, please visit: https://support.coinbase.com/customer/en/portal/articles/2877996-vaults-faq?b_id=13521.

If you are an existing Multisig Vault customer, you will only be able to access your Multisig Vault through use of third party software that is not controlled by Coinbase (i.e. you cannot access your Multisig Vault using the Site). For more information, please visit:

<https://blog.coinbase.com/multisig-vaults-on-coinbase-c21f58eed7cb>.

We cannot restore encrypted private keys or otherwise recover private keys which have been distributed and are not within our control. If you are a user of the Multisig Vaults you acknowledge that we are not responsible for transferring, safeguarding, or maintaining private keys and/or Digital Currency associated with the relevant Multisig 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 any related losses.

- 5.15 **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 13.7 (Contact Information)** below and you must read such notices or alerts received from us to 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.

- 5.16 **Digital Currency Title.** All Digital Currencies held in your Digital Currency Wallet are custodial assets held by the Coinbase Group for your benefit. Among other things, this means:

- (1) Title to Digital Currency shall at all times remain with you and shall not transfer to any company in the Coinbase Group. As the owner of Digital Currency in your Digital Currency Wallet, you shall bear all risk of loss of such Digital Currency. No company within the Coinbase Group shall have any liability for fluctuations in the fiat currency value of Digital Currency held in your Digital Currency Wallet.
- (2) You control the Digital Currencies held in your Digital Currency Wallet. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Digital Currency by sending it to a different blockchain address controlled by you or a third party.
- (3) In order to more securely custody assets, the Coinbase Group may use shared blockchain addresses, controlled by a member of the Coinbase Group, to hold Digital Currencies held on behalf of customers and/or held on behalf of Coinbase UK. Although we maintain separate ledger accounting entries for customer and Coinbase Group accounts, no member of the Coinbase Group shall have any obligation to segregate by blockchain address Digital Currencies owned by you from Digital Currencies owned by other customers or by any member of the Coinbase Group.

6. **TRANSACTIONS LIMITS AND ENHANCED DUE DILIGENCE**

6.1 **Transactions Limits.** The use of all Coinbase Services is subject to a limit on the volume, stated in GBP, EUR or other fiat currency or Digital Currency, you may transact or transfer in a given period (e.g. daily). Please see Appendix 2 (*Verification Procedures and Limits*) for further details. To view your limits, login to your Coinbase Account and visit <https://www.coinbase.com/verifications>. 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 if you wish to raise your limits ("**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 so that you can decide whether you wish to proceed with the request. 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 (even after funds have been debited from your Coinbase Account), (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:

- (1) we reasonably believe that we need to do so in order to protect our reputation;
- (2) we are, in our reasonable opinion, required to do so by applicable law, regulation or any court or other authority to which we are subject in any jurisdiction;
- (3) we reasonably suspect you of acting in breach of this Agreement;
- (4) we reasonably suspect you have breached our 'Behaviour Policy' or our 'Policy on Prohibited Use, Prohibited Businesses and Conditional Use' (as set out in **Appendix 1**);
- (5) 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;
- (6) we suspect money laundering, terrorist financing, fraud, or any other financial crime;
- (7) 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 Coinbase Account activity; and / or
- (8) 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 or block, cancel or reverse a transaction you have authorised where there is insufficient E-Money in your E-Money Wallet 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 or if your credit or debit card or any other valid payment method linked to your Coinbase Account or Digital Currency Wallet is declined.

7.2 If we refuse to complete a transaction and / or suspend, restrict or close your Coinbase Account, and / or terminate your use of Coinbase Services, 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 or complete the transaction 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 for the purposes of 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.

7.3 **Consequences of Termination or Suspension.** On termination of this Agreement for any reason, unless prohibited by applicable law or by any court or other order to which Coinbase is subject in any jurisdiction, you are permitted to access your Coinbase Account for:

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

You are not permitted to use the Coinbase Services or your Coinbase Account for any other purposes during these periods and we may, at our discretion, limit the functionality of the Site for you accordingly.

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 re-complete the procedures outlined at **Section 3.3 (Identity Verification)** before permitting you to 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 (other than Coinbase), 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, direct or indirect) 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' (as set out in **Appendix 1**)) or your violation of any law, rule or regulation, or the rights of any third party.

8.3 **Limitations of Liability.** Coinbase's total aggregate liability to you for any individual claim or series of connected claims for losses, costs, liabilities or expenses which you may suffer arising out of, or in

connection with, any breach by Coinbase of this Agreement shall be limited to a maximum aggregate value of the combined value of the Digital Currency and E-Money on deposit in your E-Money Wallet and your Digital Currency Wallet at the time of the relevant claim. Where we are considering a specific claim relating to a specific transaction this sum shall be further limited to the purchase / sale amount (as relevant) of the transaction in dispute.

8.4 **Limitation of loss.** In addition to the liability cap at **Section 8.3** (*Limitations of Liability*) 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:

- (A) 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, whether direct or indirect, 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;
- (B) 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, whether direct or indirect, even if we are advised of or knew or should have known of the possibility of the same;
- (C) 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; and
- (D) any loss or damage whatsoever which does not arise directly as a result of our breach of this Agreement (whether or not you are able to prove such loss or damage).

8.5 **Applicable law.** The limitation of liability in this **Section 8** (*Liability*) 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 subcontractors' negligence.

8.6 **No Warranties.** The Coinbase Services are provided on an "as is" and "as available" basis, with no further promises made by us around availability of the Coinbase Services. Specifically, we do not give any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any promises that access to the 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, order, timeliness or completeness of historical Digital Currency price data available on the Site. We will make reasonable efforts to ensure that requests for debits and credits involving bank accounts, credit and debit cards are processed in a timely manner but Coinbase makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control. 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.

Except for the express statements set forth in this Agreement, you hereby acknowledge and agree

that you have not relied upon any other statement or understanding, whether written or oral, with respect to your use and access of the Coinbase Services and Site.

- 8.7 **No Liability for Breach.** We are not liable for any breach of the Agreement, including delays, failure in performance or interruption of service, where they arise directly or indirectly from abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary, nor are we liable where the breach is due to the application of mandatory legal rules.

9. **SITE AVAILABILITY AND ACCURACY**

- 9.1 **Access & Availability.** Access to Coinbase Services may become degraded or unavailable during times of significant volatility or volume. This could result in the inability to buy or sell for periods of time and may also lead to support response time delays.

- (1) although we strive to provide you with excellent service, we do not guarantee that the Site or other Coinbase Services will be available without interruption and we do not guarantee that any order will be executed, accepted, recorded, or remain open; and
- (2) please note that our customer support response times may be delayed, including during times of significant volatility or volume, especially for non-trust and safety issues.

Coinbase shall not be liable for any losses resulting from or arising out of transaction delays.

- 9.2 **Website Accuracy.** Although we intend to provide accurate and timely information on the Site, the Site (including, without limitation, the Content (as defined below)) 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 Site are your sole responsibility and we shall have no liability for such decisions.

Links to third party materials (including without limitation any 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 such third party materials accessible or linked to from the Site.

10. **CUSTOMER FEEDBACK, QUERIES, COMPLAINTS, AND DISPUTE RESOLUTION**

- 10.1 **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, email 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.

- 10.2 **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 (an "**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 email ("**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).

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.

If your complaint relates to any E-Money Services and has not been resolved through the process described in this **Section 10.2**, you may be entitled to take that complaint to the Financial Ombudsman Service as further described in **Section 4.13**.

10.3 Arbitration. If it has not been possible to resolve a dispute through the dispute process set out in **Section 10.2** or (if relevant), via FOS, any dispute exceeding £5,000 (or EUR 5,500 or equivalent in the local fiat currency that is used in your Customer Account) arising out of or in connection with this Agreement, including any question regarding the existence, validity or termination of 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 10.3**.

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. The decision of the arbitrators will be final, binding and enforceable against you and us, and a judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction. In no event will the arbitrators have the authority to make any award that provides for punitive or exemplary damages.

Coinbase will pay all the arbitration fees due to LCIA for any Dispute. If you are legally entitled to recover legal fees in relation to any claim, 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 10.3** (*Arbitration*) shall be construed as preventing either party from seeking conservatory or similar interim relief in any court of competent jurisdiction.

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/>

11. DATA PROTECTION.

11.1 **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 (if you not an individual), in connection with this Agreement, or the Coinbase Services. We will process this personal data in accordance with the [Privacy Policy](#). Accordingly, you represent and warrant that:

- (1) 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;
- (2) before providing any such personal data to us, you acknowledge that you have read and understood our [Privacy Policy](#), a copy of which is available here: [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 the individual with a copy of, or directed the individual towards a webpage containing that [Privacy Policy](#) (as amended from time to time); and
- (3) if from time to time we provide you with a replacement version of the [Privacy Policy](#), you will promptly read that notice and provide updated copies of the [Privacy Policy](#) to, or re-direct towards a webpage containing the updated [Privacy Policy](#), any individual whose personal data you have provided to us.

12. SECURITY

12.1 **Password Security.** In order to access Coinbase Services you will be required to create or will 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 both 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.

You should never allow remote access or share your computer screen with someone else when you are logged on to your Coinbase Account. Coinbase will never under any circumstances ask you for your IDs, passwords, or 2-factor authentication codes or to screen share or otherwise seek to access your computer or account. You should not provide your details to any third party for the purposes of remotely accessing your amount unless specifically authorised in accordance with **Sections 3.2 and 4.10**. Always log into your Coinbase Account through the Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of Coinbase and/or failure to follow the requirements set out in this **Section 12.1**, or follow or act on any notices or alerts that we may send to you.

12.2 **Authentication and Verification.** 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 or a supported Time-based One Time Password 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).

12.3 **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:

- (1) notify Coinbase Support as soon as possible by email free of charge at: trust@coinbase.com, or by calling us on: +1 (888) 908 7930 (international charges may apply);
- (2) continue to provide accurate and up to date information throughout the duration of the Security Breach; and
- (3) 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.

12.4 **Safety and Security of Your Computer and Devices.** Coinbase is not liable for any damage or interruptions caused by any computer viruses or other malicious code 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.

13. GENERAL

13.1 **Your Compliance with Applicable Law.** You must comply with all applicable laws, regulations, licensing requirements and third party rights (including, without limitation, data privacy laws) in your use of the Coinbase Services.

13.2 **Limited License.** We grant you a limited, non-exclusive, non-transferable licence, subject to the terms of this Agreement, to access and use the 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 Site or Content is expressly prohibited and all other right, title, and interest in the 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 Site are trade marks or registered marks of Coinbase or its licensors. You may not copy, imitate or use them without our prior written consent.

13.3 **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 'Policy on Prohibited Use, Prohibited Businesses and Conditional Use' (as set out in **Appendix 1**). We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request.

Export Controls & Sanctions. Your use of the Coinbase Services and the Site is subject to international export controls and economic sanctions requirements. By sending, receiving, buying, selling, trading or storing Digital Currency through the 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 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, the European Union or HM Treasury's financial sanctions regimes (each 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 EU or 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.

13.4 **Amendments.** We will notify of you any change to the Agreement relating to 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 Coinbase Services. If you do not accept the change you should let us know, and 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 (including in relation to any other Coinbase Services) by posting the revised Agreement on the 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 Site at all times and will be provided to you by email on your request.

13.5 **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 partners or joint ventures, or either you or Coinbase to be treated as the agent of the other.

13.6 **Privacy of Others.** 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 carry out 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 communications to another user through the Coinbase Services.

13.7 **Contact Information.** You are responsible for keeping your email address and telephone number up to date in your Coinbase Account profile in order to receive any notices or alerts that we may send you (including notices or alerts of actual or suspected Security Breaches). Please see **Appendix 3** for more detail in relation to how we will communicate with you.

13.8 **Taxes.** It is your sole 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 amount of tax to the appropriate tax authorities. Your transaction history is available through your Coinbase Account.

13.9 **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.

- 13.10 **Entire Agreement.** This Agreement (including documents incorporated by reference herein) comprise the entire understanding and agreement between you and Coinbase as to the subject matter hereof, and it supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and Coinbase.
- 13.11 **Interpretation.** Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.
- 13.12 **Transfer and Assignment.** 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. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.
- 13.13 **Security Interests.** You must not create security over your E-Money or Digital Currency unless we say you can in writing.
- 13.14 **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. If any provision is found unenforceable, the unenforceable provision will be severed, and the remaining provisions will be enforced.
- 13.15 **Enforcement of Our Rights.** We may not always strictly enforce our rights under this Agreement. If we do choose not to enforce our rights at any time, this is a temporary measure and we may enforce our rights strictly again at any time.
- 13.16 **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 and may not accurately represent the information in the original English. In the event of any inconsistency, the English language version of this Agreement or other documents shall prevail.
- 13.17 **Change of Control.** In the event that Coinbase is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you and our relationship with you (including this Agreement) as part of such merger, acquisition, sale, or other change of control.
- 13.18 **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 Site, disputes with Coinbase, and general provisions will continue to be binding and operate after the termination or expiration of this Agreement.
- 13.19 **Governing Law and Jurisdiction.** This Agreement will be governed by English law and the 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

1. **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 support request at: <https://support.coinbase.com>.

By opening a Coinbase Account, you confirm that you will not use your Coinbase Account and/or any Coinbase Services to do any of the following:

- (1) **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation or 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.
 - (2) **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 Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorised access to the Site, other Coinbase Accounts, computer systems or networks connected to the Site, through password mining or any other means; use Coinbase Account information of another party to access or use the Site, except in the case of specific merchants and / or applications which are specifically authorised 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.
 - (3) **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 Site about others, including without limitation email addresses, without proper consent.
 - (4) **Fraud:** Activity which operates to defraud Coinbase, Coinbase users, or any other person; provide any false, inaccurate, or misleading information to Coinbase.
 - (5) **Gambling:** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance.
 - (6) **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 authorisation 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.
2. **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:

- (1) **Investment and Credit Services:** securities brokers; mortgage consulting or debt reduction services; credit counselling or repair; real estate opportunities; investment schemes;
 - (2) **Restricted Financial Services:** check cashing, bail bonds; collections agencies;
 - (3) **Intellectual Property or Proprietary Rights Infringement:** sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorisation from the rights holder;
 - (4) **Counterfeit or Unauthorised Goods:** unauthorised 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;
 - (5) **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;
 - (6) **Drugs and Drug Paraphernalia:** sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bong, vaporisers, and hookahs;
 - (7) **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;
 - (8) **Substances designed to mimic illegal drugs:** sale of a legal substance that provides the same effect as an illegal drug (e.g. salvia, kratom);
 - (9) **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;
 - (10) **Multi-level Marketing:** pyramid schemes, network marketing, and referral marketing programs;
 - (11) **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 authorisation or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers; and
 - (12) **High-risk businesses:** any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies.
3. **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:

- (1) **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;
- (2) **Charities:** Acceptance of donations for non-profit enterprise;
- (3) **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; and
- (4) **Religious/Spiritual Organisations:** Operation of a for-profit religious or spiritual organisation.

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, Digital 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 on the Site.

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 : COMMUNICATIONS

1. **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:
 - (1) terms of use and policies you agree to (e.g. the Agreement and Privacy Policy), including updates to these agreements or policies;
 - (2) account details, history, transaction receipts, confirmations, and any other account or transaction information;
 - (3) legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
 - (4) responses to claims or customer support inquiries filed in connection with your Coinbase 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.

2. **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 Coinbase Account or charge you additional fees for paper copies.
3. **Updating your Information.** It is your responsibility to provide us with a true, accurate and complete email 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 SERVICES

1. **General.** Eligible users may establish an account at: <https://pro.coinbase.com> (a “**Coinbase Pro Account**”), an order book exchange platform for Digital Currencies. The provisions of this **Appendix 4 (Coinbase Pro Services)** apply to your use of such Coinbase Pro Account in addition to the other applicable provisions of this Agreement, including without limitation the releases, indemnities, disclaimers, limitations of liability, prohibited use, dispute resolution, and cancellation policies set forth above. Coinbase does not offer Coinbase Pro to customers in all jurisdictions.

Access and use of the Coinbase API and the Developer’s Tools are governed by **Appendix 4 (Developer’s Tools)**.

- 1.1 **Order Books.** Coinbase Pro offers an order book for various Digital Currency and central bank issued currency trading pairs (each an 'Order Book'). Refer to your Coinbase Pro Account to determine which Order Books are available to you.

- 1.2 **Coinbase Pro Account.** Your Coinbase Pro Account consists of the following:

- (1) a dedicated Digital Currency Wallet for each Digital Currency offered on Coinbase Pro;
- (2) a dedicated central bank issued E-Money Wallet; and
- (3) associated user tools, accessible at: <https://pro.coinbase.com> and through the Coinbase API.

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.

- 1.3 **Deposits.** You may fund your Coinbase Pro Account by depositing Digital Currency and/or central bank issued currency from your basic Coinbase Account, bank account or an external Digital Currency address into your Coinbase Pro Account. Funds deposited in your Coinbase Pro Account can be used only to trade on Coinbase Pro.

- 1.4 **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 central bank issued currency from your Coinbase Pro Account to your 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.

- 1.5 **Withdrawal Fees.** Coinbase may also charge a fee on certain central bank issued 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: <https://pro.coinbase.com> or the Coinbase API, you accept and agree to be bound by the trading rules set out at https://www.coinbase.com/legal/trading_rules (the “**Trading Rules**”).

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

- 2.3 **Trading Account Use.** By using a Coinbase Pro Account you agree and represent that you will use

Coinbase Pro only for yourself as the 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 Coinbase Pro 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.

- 2.4 **Suspension and Cancellation.** We may suspend your Coinbase Pro Account or your access to any one for more Order Books in accordance with the suspension and termination provisions set out in this Agreement.

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 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 we cancel your Coinbase Account.

- 2.5 **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

- 2.6 **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 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.**

Coinbase may provide educational information about supported Digital Currency, as well as Digital Currency not supported by Coinbase, in order to assist users in learning more about such Digital Currency. Information may include, but is not limited to, blog posts, articles, links to third party content, news feeds, tutorials, and videos. Coinbase will not be held responsible for the decisions you make to buy, sell, or hold Digital Currency based on the information provided by Coinbase.

- 2.7 **Debts.** In the event that there are outstanding amounts owed to us hereunder, including in your (standard) 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.

1. **Developer's Tools.** Eligible users may establish an account for the use of the Coinbase application programming interface and any accompanying or related documentation, source code, executable applications and other materials (the "**Coinbase API**"), the 'Coinbase Sandbox', available at <https://sandbox.coinbase.com/>, and any other resources or services available at <https://developers.coinbase.com/>, (collectively, the "Developer's Tools").

The provisions of this **Appendix 5** (*Developer's Tools License*) apply to your use of the Developer's Tools in addition to the other provisions of this Agreement including without limitation the releases, indemnities, disclaimers, limitations of liability, prohibited use, dispute resolution, and cancellation policies set forth above. Coinbase does not offer the Developer's Tools to customers in all jurisdictions.

2. **License Grant.** Subject to the terms and restrictions set forth in this Agreement, Coinbase grants you a limited, revocable, non-exclusive, non-transferable and non-sublicensable license, solely to use and integrate the Developer's Tools and underlying content into your website or application (your "**Application**"), so that your Application can interface directly with Coinbase devices, applications, or services.

3. **Restrictions and Responsibilities.**

- 3.1 To use the Developer's Tools you must:

- (1) register for a Coinbase Account;
- (2) comply with the terms of this Agreement;
- (3) disclose in your Application, through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from end users, as described in **Section 9.2 and 9.3** of this **Appendix 5**;
- (4) use Coinbase's name and logo ("Coinbase Marks") only as expressly authorised in this Agreement;
- (5) obtain prior written approval from Coinbase prior to releasing any statements, written media releases, public announcements and public disclosures, including promotional or marketing materials, relating to Coinbase, the Coinbase Marks, or this Agreement;
- (6) comply with additional verification procedures, as notified to you by Coinbase, in the event that your Application seeks OAuth permissions to transfer Digital Currency in an amount greater than predefined limits; and
- (7) take steps to adequately secure your API Keys and OAuth Tokens, including the measures specified at: <https://developers.coinbase.com/docs/wallet/api-key-authentication>, and: <https://developers.coinbase.com/docs/wallet/coinbase-connect/security-best-practices>.

- 3.2 In addition, you represent and warrant that your Application, including but not limited to the name of the Application and all content in your Application, does not infringe the intellectual property rights of Coinbase or any third party.

- 3.3 You agree that in your use of the Developer's Tools you will not:

- (1) copy, rent, lease, sell, sublicense, or otherwise transfer your rights in the Developer's Tools to a third party;
- (2) alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble,

decompile or otherwise attempt to create any source code that is derived from the Developer's Tools;

- (3) cache, aggregate, or store data or content accessed via the Developer's Tools other than for purposes allowed under this Agreement;
- (4) use the Developer's Tools for any Application that constitutes, promotes or is used in connection with spyware, adware, or any other malicious programs or code;
- (5) use the Developer's Tools to encourage, promote, or participate in illegal activity, violate third party rights, including intellectual property rights or privacy rights, or engage in any Prohibited Use or Prohibited Business as defined in the Agreement;
- (6) use the Developer's Tools in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise impacts the stability of Coinbase's servers or impacts the behaviour of other applications using the Developer's Tools;
- (7) display Developer's Tools or Coinbase Marks in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and Coinbase, other than as expressly permitted in writing by Coinbase; and
- (8) attempt to cloak or conceal your identity or your Application's identity when requesting authorisation to the Developer's Tools.

4. **Indemnification.** To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Coinbase, its affiliates and their respective directors, officers, employees and agents from and against any and all third party claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from: (a) your use of the Coinbase API or your Coinbase Account other than as expected under this Agreement or in violation of the terms of this Agreement; (b) your Application that infringes any copyright, trademark, trade secret, trade dress, patent or third party right of any person or that defames any person or violates their rights of publicity or privacy; or (c) your failure to secure and keep secret your OAuth Token(s) or API key(s).

5. **Activities Subject to Additional Restrictions.** Coinbase may require you to obtain written consent and complete enhanced on-boarding procedures, and/or may restrict your Application if you would like to create/offer an Application which is designed for or results in any of the following:

5.1 **International Remittance Services.** Any Application which involves a service that provides for: (i) an international (cross border) transfer of funds from a sender to a recipient, (ii) without an underlying sale or other bona fide commercial purpose for the transfer.

5.2 **Banking or Other Licensed Financial Services.** Any Application which either holds money for eventual payment or which offers or provides credit, either directly or as a broker or arranger between third parties, or any Application that would require licensing as a bank, money services business, or other financial service provider, or as an escrow service in the jurisdiction where the service's users reside, unless such Application falls within the definition of a Prohibited Business under the Terms.

5.3 **Gaming Services.** Any Application which involves the payment of funds by a customer in exchange for the chance to earn or win a prize, reward, or other payment.

5.4 **Digital Currency Exchange Services.** Any Application which involves a business engaged in the exchange of Digital Currency for central bank issued currency, or other Digital Currency and which accepts and transmits a Digital Currency or buys or sells Digital Currency for any reason.

5.5 **Donation Acceptance Services.** Any Application which involves a service which allows for the

acceptance of donations on behalf of a charity or other religious or spiritual organisation.

6. **Intellectual Property and Ownership.** As between Coinbase and you, the Developer's Tools, Coinbase Marks, and all intellectual property rights therein and thereto are and shall at all times remain the sole and exclusive property of Coinbase. You have no rights with respect to Developer's Tools or Coinbase Marks except as expressly set forth in this Agreement. If you obtain Coinbase's prior written consent, you may use and display the Coinbase Marks solely to attribute the Developer's Tools as the source of your Application.
7. **API Calls and Compliance.** Coinbase may set limits on the number of API calls that you can make at its sole discretion, for example in the interest of service stability. If you exceed these limits, Coinbase may moderate your activity or cease offering you access to the Coinbase APIs altogether in Coinbase's sole discretion. You agree to such limitations and will not attempt to circumvent such limitations. Coinbase may immediately suspend or terminate your access to the Developer's Tools without notice if Coinbase believes, in its sole discretion, that you are in violation of this Agreement.
8. **Updates and Support.** Coinbase may elect to provide you with support or modifications for the Developer's Tools, in its sole discretion, and may terminate such support at any time without notice. Coinbase may change, suspend, or discontinue any aspect of the Developer's Tools at any time, including the availability of any Developer's Tools.
9. **Security and Privacy.**
- 9.1 **Security.** You will use all reasonable efforts to protect Customer Data (as defined below) collected by your Application, including without limitation any personally identifiable information ("PII"), from unauthorised access or use. In the event your systems or infrastructure that are used for storage, processing or hosting Customer Data are breached or compromised, or if Customer Data is inadvertently exposed to non-authorised third parties, you shall notify Coinbase promptly of such a breach or exposure including root cause, remediation steps, and compensating controls to ensure such a breach does not occur in the future. You are responsible for providing customer notification under the state breach notification statutes and any other applicable privacy laws and you will bear the costs incurred by Coinbase resulting from your breach or exposure.

You acknowledge that you are solely responsible for any personal injury or property damage arising from or relating to your use of any Developer's Tools or any authorised or unauthorised use of your Application.

- 9.2 **Privacy and PII.** "Customer Data" means any and all technical information, PII, device usage information, or other information derived from access to or use of any of the Developer's Tools, including but not limited to data that relates to any end users of any Coinbase products or services or pertains to use of any Coinbase products or services by such end users.

You acknowledge and agree that you are solely responsible for obtaining all required consents from end users in connection with any use of your Application and the Developer's Tools, which consent shall be compliant with all applicable data protection legislation and other privacy laws, rules, and regulations. Without limiting the foregoing, before collecting any Customer Data or other information from end users of your Application, you must provide adequate notice of what Customer Data and other information you collect and how it will be used and/or shared and obtain any necessary consents.

You and your Application will comply with all privacy laws and regulations (including those applying to PII) in connection with your access and use of the Developer's Tools. You will provide and adhere to a privacy policy for your Application that: (i) complies with all applicable laws, rules, and regulations, (ii) is conspicuously displayed to all end users of your Application, and (iii) clearly and accurately describes to end users of your Application what data and user information you collect (such as PII, login information, etc.) and how you use and share such information (including for advertising) with

Coinbase and third parties.

If a user requests of you or Coinbase to have any Customer Data that may be considered PII under any law, rule, or regulation throughout the world deleted, you agree to promptly honour the user's or Coinbase's request and to delete all such data and information from your servers and other assets, including back-ups, to the extent reasonably possible, or to anonymise all user data so it cannot be tied back to a user's identity.

9.3 **Data Use.** You will not sell any Customer Data or disclose any Customer Data to any third party. Your Application may use Customer Data only as required for use and access to your Application by the end user to whom such Customer Data relates. You shall not sublicense the Customer Data to any third party, and you shall not use or disclose any information derived directly or indirectly from the Customer Data for any purpose other than as set forth above.

Without limiting the generality of the foregoing, you shall not use any part of the Customer Data to create a database separate from your Application or transmit all or part of the Customer Data to any third party for any use separate from your Application. Any use of Customer Data other than as expressly permitted by this Agreement is strictly prohibited.

Appendix 6 : STAKING SERVICES

- 1. General.** When you hold Digital Currencies with Coinbase UK you may be given the option to “stake” these assets in a third party proof of stake network via staking services provided by Coinbase UK. In a proof of stake network, transaction validators are chosen using a formula based on ownership of the underlying Digital Currency as opposed to computing power (i.e., proof of work). Please visit our staking information page for further details on how proof of stake works. Staking services are not available for Digital Currencies held on Coinbase Pro. By using these staking services you accept the terms for such services as set out in this Appendix 6.
- 2. Staking Service is Optional.** Staking services will be made available to you by default for Digital Currencies where staking functionality is available from Coinbase UK. YOU ARE NOT REQUIRED TO STAKE WITH COINBASE UK AND YOU CAN OPT-OUT OF COINBASE UK STAKING SERVICES AT ANY TIME THROUGH THE SETTINGS PAGE IN YOUR ACCOUNT . If you opt-out of staking services, you can opt back in at any time with immediate effect.
- 3. The Service; Rewards; Commission; Limitations.** (a) If you stake your assets with us, Coinbase UK or one of its affiliates will stake these on your behalf, acting as a transaction validator on the applicable network for the Digital Currency you stake. If Coinbase UK or one of its affiliates successfully validates a block of transactions in that Digital Currency, you may earn a reward granted by that Digital Currency’s network. Your reward will be determined by the protocols of the applicable network . Coinbase UK will distribute this reward to you after receipt by Coinbase UK, minus a 25% commission. (b) Some Digital Currency networks subject staked assets to “slashing” if the transaction validator representing those assets incorrectly validates a transaction. Coinbase UK will use commercially reasonable efforts to ensure that your assets will not be slashed, but in the unlikely event they are, Coinbase UK will promptly replace your assets at no additional cost. Some Digital Currency networks require that a certain amount of staked assets be locked (prohibited from sale or transfer) for a certain period of time while staking. Coinbase UK may also have additional sale or withdrawal limitations for particular staked assets if you are opted-in to staking.
- 4. No Guarantee.** You have no right to a reward until it is received by Coinbase UK. Rewards will be distributed to your account promptly after they are received by Coinbase UK. Coinbase UK or one of its affiliates will use commercially reasonable efforts to stake any Digital Currencies for which you are using Coinbase UK staking services. The “staking rewards rate” disclosed by Coinbase UK for a particular Digital Currency is an annualized historical rate based on the staking rewards generated by Coinbase UK in providing staking services to Coinbase UK customers for that Digital Currency over the last 90 days. This rate is an estimate and changes over time. COINBASE UK DOES NOT GUARANTEE THAT YOU WILL RECEIVE STAKING REWARDS, ANY SPECIFIC STAKING REWARD, OR ANY STAKING RETURN OVER TIME, INCLUDING THE STAKING REWARDS RATE.