

## COINBASE MAY 2022 NEW USER SWEEPSTAKES

### OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE, TRANSACTION OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. A PURCHASE, TRANSACTION OR PAYMENT OF ANY KIND IS NOT NECESSARY TO ENTER THE SWEEPSTAKES.

PARTICIPATING IN THE COINBASE MAY 2022 NEW USER SWEEPSTAKES (THE "SWEEPSTAKES") CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. BY PARTICIPATING IN THE SWEEPSTAKES, YOU REPRESENT AND WARRANT YOU MEET THE ELIGIBILITY REQUIREMENTS STATED IN THESE OFFICIAL RULES AND ACKNOWLEDGE THAT FAILURE TO MEET ALL ELIGIBILITY REQUIREMENTS WILL RESULT IN YOUR DISQUALIFICATION. A COPY OF THESE OFFICIAL RULES WILL BE AVAILABLE FOR THE DURATION OF THE SWEEPSTAKES AT [https://www.coinbase.com/sweepstakes/may\\_22\\_newuser](https://www.coinbase.com/sweepstakes/may_22_newuser).

**PLEASE BE AWARE THAT THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND COINBASE. AMONG OTHER THINGS, THE ARBITRATION AGREEMENT INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. THESE OFFICIAL RULES ALSO INCLUDE A CLASS ACTION AND JURY TRIAL WAIVER. THESE PROVISIONS CAN BE FOUND IN SECTION 11 AND APPENDIX 1 BELOW. PLEASE READ THESE PROVISIONS CAREFULLY.**

PARTICIPATION IS LIMITED TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES (EXCLUDING HAWAII) AND THE DISTRICT OF COLUMBIA, CANADA (EXCLUDING QUEBEC), NEW ZEALAND, UNITED KINGDOM, AND GERMANY. VOID WHERE PROHIBITED.

THIS PROMOTION SHALL BE CONSTRUED ACCORDING TO AND GOVERNED EXCLUSIVELY BY U.S. LAW.

*Cryptocurrency is not regulated by the UK Financial Conduct Authority and is not subject to protection under the UK Financial Services Compensation Scheme or within the scope of jurisdiction of the UK Financial Ombudsman Service. Investing in cryptocurrency comes with risk and cryptocurrency may gain in value, or lose some or all value. Capital gains tax may be applicable to profits from cryptocurrency sales.*

**1. Promotion Period:** The Promotion begins on May 4, 2022 at 12:00 p.m. Pacific Time ("PT"), and ends on July 6, 2022 at 11:59 a.m. PT (the "Promotion Period"). Sponsor's computer systems or that of their designee is the official time-keeping device for the Sweepstakes.

**2. Eligibility:** The Coinbase May New User Sweepstakes (the "Sweepstakes" or "Promotion") is open only to legal residents of the fifty (50) United States (excluding Hawaii) and the District of

Columbia, Canada (excluding Quebec), New Zealand, United Kingdom, and Germany who are at least eighteen (18) years of age or older and the legal age of majority in their jurisdiction of residence and do not currently have an existing Coinbase account (an eligible “Entrant”). Coinbase (the “Sponsor”), Ventura Associates International LLC (the “Administrator”), their parent, affiliates, subsidiaries, promotion agencies and each of their respective directors, officers, employees, and assigns (collectively “Released Parties”) and their immediate family members and/or those living in the same household of each (whether related or not) are not eligible. For purposes of this Promotion, the term “family member” is defined as spouse, partner, parent, legal guardian, in-law, grandparent, child, or grandchild.

There is no purchase, transaction, or payment necessary to enter. Entering by creating a new Coinbase account during the Promotion Period will not increase your chances of winning. Your chances of winning are the same regardless of method of entry.

**3. How to Enter:** There are two (2) methods of entry.

Method 1: (New User Method of Entry)

There are two (2) steps within Method 1 to earn an entry. The first step is to create a new Coinbase account on [coinbase.com](https://coinbase.com) during the Promotion Period. To create a Coinbase account, you must provide required information as requested online at [coinbase.com](https://coinbase.com) (inclusive of Tax ID number and Social Security number if applicable). The second step is to complete the required ID verification process (upload a valid and current photo ID and complete a set of identity-verification questions). The ID verification process can be completed after the end of the Promotion Period but must be complete by 11:59 p.m. PT on July 13, 2022. Upon completion of setting up a new account and ID verification (including Sponsor verification), the Entrant will receive one (1) entry into the Sweepstakes. There is no fee or charge to create an account and become a registered Coinbase user. Normal internet access and usage charges imposed by each Entrant’s mobile service provider may apply. By submitting your information and creating an account, you agree to the [Coinbase User Agreement](#) and [Privacy Policy](#). If you do not agree to the User Agreement and Privacy Policy, you cannot create a Coinbase account, and will be ineligible to enter the Sweepstakes.

Method 2: (No Purchase Method of Entry)

To enter via mail without creating a new Coinbase account, hand print and complete the following on the front of a piece of paper: your name, address, city, state, email address, and telephone number. Insert paper in an envelope and mail in with sufficient postage to: Coinbase May 2022 New User Sweepstakes, Ventura Associates International LLC, 494 8th Avenue, Suite 1700, New York, NY 10001. Mail-in entries must include all

requested information herein to be considered an entry and to earn one (1) entry. Mail-in entries must be postmarked no later than July 6, 2022 and received by Administrator no later than July 13, 2022. Mailed entries received without a verifiable and legible return address will be deemed incomplete and invalid. Requests for confirmation of receipt of mail-in entries will not be acknowledged. No photocopies, facsimiles or reproductions of mail-in entry will be accepted. Neither Sponsor nor Administrator are responsible for late, lost, damaged, stolen, incomplete, illegible, postage due, or misdirected entries. Proof of mailing does not constitute proof of delivery. Potential Winners (as further defined below) that entered via mail will be required to both: (i) create both a new Coinbase account and agree to the respective user agreement and privacy notice; and (ii) and complete the required ID verification process which may include uploading a valid and current photo ID and completing a set of identification verification questions, depending on Potential Winner's location, to receive their prize. If a Potential Winner does not create a new Coinbase account and does not agree to the Coinbase User Agreement and Privacy Policy within the timeframe indicated by Sponsor in their notification email, or does not complete the required ID verification process, said Potential Winner will be ineligible to receive a prize.

**4. For All Entry Methods:** Regardless of how you enter, there is a limit of one (1) entry per person/email address throughout the Promotion Period. Entries received from any person who attempts to cancel and create a new account, or who attempts to create an additional account, during the promotion period will be disqualified. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses or any other method will void that Entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute over the identity of a Potential Winner, the entry will be declared made by the authorized account holder of the email address associated with the Entrant's Coinbase account (or submitted with the mail-in entry, as applicable) ("Entrant's Email Address"), and a Potential Winner may be required to provide identification sufficient to show that he/she is the authorized account holder of the email account. The "authorized account holder" is the natural person assigned to the applicable email account.

**5. Random Drawing:** Two thousand and seven (2,007) Potential Winners ("Potential Winners") will be randomly drawn from all eligible entries received on or about July 15, 2022. The random drawing will be conducted by the Administrator at their offices in New York, NY, an independent judging organization whose decisions are final and binding. The odds of winning a prize depend upon the number of eligible entries received.

**6. Potential Winner Notification:** Potential Winners will be contacted via email at Entrant's Email Address by a representative of Coinbase with instructions on how to claim their prize and

will be required to respond to such email within forty-eight (48) hours of the date and time email was sent by Sponsor. Potential Winners will be required to complete and return an Affidavit of Eligibility, Release of Liability or any other document needed to validate eligibility (the "Documents") within five (5) days (including Saturdays, Sundays, and Holidays) of first attempted delivery of the same. In the event a Potential Winner cannot be contacted, fails to respond to the email within the allotted time, refuses the prize, fails or refuses to timely return completed Documents, or if a prize/prize notification is returned as undeliverable, Potential Winner will be disqualified without further notice and an alternate winner may be selected.

NOTE: To claim a prize in this Sweepstakes, all Potential Winners must have an active Coinbase account, which has been verified by Sponsor, at the time of awarding the prize or such earlier time as specified under Section 3 of these Official Rules. Potential Winners that entered the Sweepstakes by mail that do not create a new Coinbase account and do not agree to the Coinbase User Agreement and Privacy Policy within the time specified in their notification email, are ineligible to receive a prize. Creating an account will require the collection of personal information for identity verification purposes, including a valid and current driver's license, passport or state ID and completion of a set of identity-verification questions. Potential Winners that do not have a Coinbase account and/or if their Coinbase account is not verified by Sponsor within the above time frame will be disqualified. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL THAT ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH ALL REQUIREMENTS TO CLAIM A PRIZE HAVE BEEN VERIFIED AND FULFILLED, AND THE ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

#### **7. Prizes and Prize Restrictions:**

Tier 1: One (1) winner will receive five hundred thousand dollars (\$500,000.00) in Bitcoin.

Tier 2: Six (6) winners will each receive fifty thousand dollars (\$50,000.00) in Bitcoin.

Tier 3: Two thousand (2,000) winners will each receive one hundred dollars (\$100.00) in Bitcoin.

There are a total of two thousand seven (2,007) prizes offered in the Sweepstakes, with an estimated total retail value of approximately one million dollars (\$1,000,000.00).

All prize values stated herein are in USD. Winners of Tier 1 and Tier 2 prizes may elect to receive their prize in US Dollars instead of Bitcoin. All prizes will be fulfilled via an upload of Bitcoin (or US Dollars, if applicable) to winner's Coinbase account. Restrictions may apply. Fees apply when you buy and sell digital currency on the Coinbase site. Tier 3 Prize will include \$5.00 extra in Bitcoin to offset fees that may be incurred if the winners want to exchange the Bitcoin for fiat.

Cryptocurrency conversions from Bitcoin to US Dollars are treated as cryptocurrency “sales”, and all the forgoing transactions are charged a spread and a Coinbase Fee as described in the Coinbase pricing and fee disclosures at [Coinbase Pricing and Fees](#). Price of Bitcoin prizes determined by Sponsor’s set rate on a date and time selected by Sponsor at its discretion prior to upload of prize to winner’s Coinbase account. All winners who wish to sell the Prize may do so by following the prompts to sell crypto within the Coinbase platform. Only one (1) prize can be awarded per household.

*Note for Potential Tier 1 and Tier 2 Winners in New Zealand: If you are a legal resident of New Zealand and a Potential Winner, you may elect to receive your prize in Bitcoin or in local currency. If you elect to receive your prize in Bitcoin, please be aware that you cannot sell Bitcoin for cash and can only convert Bitcoin to other cryptocurrency and store it on the Coinbase platform.*

*Note for Potential Winners in Canada: If you are a legal resident of Canada and a Potential Winner, you will be required to correctly answer a skill-based question within a limited time period in order to receive the prize or will be disqualified and an alternate winner may be chosen. Notification will be sent via email and the question must be answered correctly to receive the prize.*

DISCLOSURE: THE VALUE OF A DIGITAL CURRENCY OR OTHER PRIZE, OTHER THAN STABLECOINS, IS SUBJECT TO CHANGE, AND THERE CAN BE A SUBSTANTIAL RISK THAT IT COULD LOSE VALUE (POSSIBLY ALL VALUE) AS A RESULT OF BUYING, SELLING, OR HOLDING THE PRIZE.

Prizes will be fulfilled within approximately six-to-eight (6-8) weeks of winner verification. Sponsor assumes no responsibility for undeliverable emails resulting from any errors or for insufficient space in the user's account to receive an email. Sponsor reserves the right to modify the notification procedures and applicable deadlines for responding in connection with the selection of any alternate winner. If a prize is legitimately claimed, it will be awarded. Upon prize forfeiture or inability to use a portion of the prize thereof, no compensation will be given, and Sponsor will have no further obligation to that Entrant.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right, where lawful, to substitute a prize for one (1) of equal or greater value if the designated prize should become unavailable for any reason. Prizes consist of only the items specifically listed as part of the prize. In no event will more than the stated number of prizes be awarded. Prize details not specifically stated in these Official Rules will be determined in Sponsor’s sole discretion. Sponsor is not responsible for, and will not replace, any lost, damaged, or stolen prize or prize component or any prize that is undeliverable. Winners acknowledge that Sponsor is subject to U.S. economic restrictions and trade sanctions; as such, Sponsor reserves the right to deny distribution of any prize when

required by applicable law. Entrants waive the right to assert as a cost of winning a prize, any costs associated with claiming or seeking to claim a prize, or using a prize.

**8. Taxes:** Winners are solely responsible for any/all applicable federal, state and local taxes related to the prize(s). Each winner will be subject to an onboarding verification process and is required to provide any requested tax reporting information before any prize is awarded to include W-9 or W-8BEN forms, name, date of birth, address, phone numbers and social security number or taxpayer identification number (as applicable). The value of any prize awarded to a winner will be reported for tax purposes as required by law.

*FOR US WINNERS: Any person receiving at least six hundred (600) dollars from the Sponsor will receive an IRS Form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS. Each winner is required to notify the Sponsor if any information provided hereunder changes, including the winner's address.*

**9. Release:** To the extent permitted by law, Entrants/winners agree to release, discharge and hold harmless Released Parties from and against any claim or cause of action or liability (including but not limited to, personal injury, death or damage to or loss of property as well as claims based on publicity rights, defamation and/or invasion of privacy) arising out of or in connection with participation in the Sweepstakes or acceptance/receipt/use or misuse of any prize, and agree to be bound by the Official Rules and the decisions of the Sponsor, the Administrator and/or Sponsor's representatives. Acceptance of a prize constitutes permission for the Sponsor and its agencies to use winner's name, likeness, photograph and/or hometown and state for advertising and trade without further compensation, in any media, worldwide, unless prohibited by law.

**10. General:** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor will not be responsible for lost, late, damaged, misdirected or mutilated mail, misdirected email, or for any technical problems, faulty, lost, garbled, incomplete, incorrect or mistranscribed data transmissions, incorrect announcements of any kind, malfunctions, technical hardware or software failures of any kind including any injury or damage to any person's computer/mobile device related to or resulting from participating in or experiencing any materials in connection with this Sweepstakes. Sponsor is not responsible for malfunctions or breakdown of any network systems, unavailable service connections, lost, incomplete, faulty network connectivity of any kind, failures of any service providers, or any combination thereof, which may limit a person's ability to participate in this Promotion. Sponsor reserves the right to suspend, cancel or modify the Promotion if it cannot be executed as planned for any reason including, but not limited to, if

fraud, human error, technical failures, or any other factor impairs the integrity or proper functioning of the Promotion; or if a virus, bug or other technical problem corrupts the administration, security, or proper play of the Promotion as determined by Sponsor in its sole discretion. If the Promotion is so canceled or modified, Sponsor may award prizes from among all eligible Entrants prior to such action and Sponsor shall have no further obligation to any Entrant in connection with this Promotion. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control. Sponsor will not be responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prizes. If any provision or part of a provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision or part of the provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions.

**11. Disputes, Class Action Waiver and Agreement to Arbitrate:** Subject to the terms of this Arbitration Agreement (this Section 11 and Appendix 1, below), Entrant and Coinbase agree that any dispute, claim, or disagreement arising out of or relating in any way to this Promotion, including any dispute, claim, or cause of action relating to any prizes awarded in this Promotion, and including any dispute, claim, or cause of action arising out of or related to the interpretation or application of this arbitration provision, including the enforceability, revocability, scope, or validity of this arbitration provision (each, a “Dispute”) will be resolved by binding arbitration, rather than in court, except that: (i) Entrant or Coinbase may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (ii) Entrant or Coinbase may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, “Dispute” includes disputes that arose or involve facts that occurred before or after this Promotion. The full terms of this Arbitration Agreement are set forth in Appendix 1. **Those terms include, among other things, a class action and jury trial waiver. Please read those terms carefully.**

**12. Limitation of Liability:** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY AMOUNT GREATER THAN (I) THE HIGHEST VALUE OF ANY PRIZE OFFERED IN THIS PROMOTION; OR (II) ANY LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE PROMOTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SPONSOR OR ADMINISTRATOR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND

NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT A FINAL JUDICIAL DETERMINATION IS MADE THAT SUCH DAMAGES WERE THE RESULT OF SPONSOR OR ADMINISTRATOR'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT, OR INTENTIONAL VIOLATION OF LAW.

**13. Entrant's Personal Information:** Information collected from entrants is subject to Coinbase's [Privacy Policy](#). Sponsor assures that your information will be kept confidential in accordance with applicable data protection laws and regulations. Data will be stored in the United States and may be shared with a third-party fulfillment company only to administer this Sweepstakes, verify winners, and fulfill prizes unless you have given your prior express consent to receive additional information from Sponsor or a third party.

**14. Winner List:** For a list of winners (postage not required for Vermont Residents), send a stamped, self-addressed envelope to: COINBASE MAY NEW USER SWEEPSTAKES, Winners' List, c/o Ventura Associates International LLC, 494 Eighth Avenue, Suite #1700 (Attn: KM), New York, NY 10001. Requests must be received by July 30, 2022. The winners list will be available after all winners have been verified, please allow eight-to-ten (8-10) weeks to complete the verification process.

**15. Release of Claims (CALIFORNIA):** Entrant acknowledges that there is a possibility that, subsequent to their involvement with the sweepstakes and adherence to these Official Rules may discover or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known to them at that time may have materially affected their decision to enter this Sweepstakes. Entrants acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, they are assuming any risk of such unknown facts and such unsuspected claims. Entrants acknowledge that they have read these official Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides: *"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would materially affected his or her settlement with the debtor or released party."* Entrants expressly waive any and all rights under California Civil Code Section 1542 and under any other federal or state statute or law of similar effect.

SPONSOR: Coinbase, 248 3rd St #434, Oakland, CA 94607.

ADMINISTRATOR: Ventura Associates International LLC, 494 8th Avenue, Suite 1700, New York, NY 10001.



## **Appendix 1 - Dispute and Arbitration Terms**

**1.1.** This Appendix 1 contains the full terms of the Arbitration Agreement. This Arbitration Agreement applies to Disputes defined in Section 11, above.

**1.2. Waiver of Jury Trial.** YOU AND COINBASE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Coinbase are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 11, above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**1.3. Waiver of Class and Other Non-Individualized Relief.** YOU AND COINBASE AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 1.8 BELOW, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 1.8 entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Appendix 1, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Coinbase agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes shall be arbitrated or litigated in small claims court.

This subsection does not prevent you or Coinbase from participating in a class-wide settlement of claims.

**1.4. Rules and Forum.** The Promotion evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings.

If you have a complaint with Coinbase, you agree to first contact Coinbase through our support team to attempt to resolve any such dispute amicably. If we cannot resolve the dispute through Coinbase Support, you agree to use the Formal Complaint Process set forth below before filing any arbitration claim or small claims action. You must complete the Formal Complaint Process before filing any arbitration or small claims action. If you do not complete it, then you agree that your claim or action must be dismissed from arbitration or small claims court.

In the event that the dispute is not resolved through your contact with Coinbase Support, you agree to use our Formal Complaint Process complaint form to describe your dispute, how you would like us to resolve the complaint, and any other relevant information. The complaint form can be found [here](#) for Coinbase and [here](#) for Coinbase Pro, or can be requested from Coinbase Customer Support. If you prefer to send a written complaint via mail, please include as much information as possible in describing your complaint and how you would like us to resolve the complaint, including your support case number and any other relevant information to Coinbase Inc., 82 Nassau St #61234, New York, NY 10038. We will acknowledge receipt of your complaint form after you submit it. A Coinbase customer relations agent will review and evaluate your complaint based on the information you have provided and information in the possession of Coinbase. The Formal Complaint Process is completed when Coinbase responds to your complaint or forty-five (45) business days after the date we receive your complaint, whichever occurs first.

If the Formal Complaint Process described above does not resolve satisfactorily within forty-five (45) business days after receipt of your complaint form, you and Coinbase agree that either party shall have the right to finally resolve the Dispute through binding arbitration or in small claims court. The arbitration will be administered by the American Arbitration Association ("AAA"), in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at [Consumer Arbitration Rules](#).

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “Request”). If you initiate the arbitration, you must provide Coinbase a copy of your Request by email at [arbitration@coinbase.com](mailto:arbitration@coinbase.com) or through Coinbase’s registered agent for service of process. The Request must include: (i) the name, telephone number, mailing address, email address of the party seeking arbitration, and the email addresses associated with the applicable Coinbase Account(s); (ii) a statement of the legal claims being asserted and the factual bases of those claims; (iii) a description of the remedy sought, including an accurate, good faith calculation of the amount in controversy in United States Dollars; (iv) a statement certifying completion of the Formal Complaint Process described above (if you are the party making the Request); and (v) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (i) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Coinbase otherwise agree, or the Batch Arbitration process discussed in subsection 1.8 is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. In any case, you and Coinbase agree that we will not request more than three depositions per side in each arbitration or Batch Arbitration proceeding. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules.

You and Coinbase agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties’ attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

**1.5. Arbitrator.** The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) business days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection 1.8 is triggered, the AAA will appoint the arbitrator for each batch.

**1.6. Authority of Arbitrator.** The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (i) all Disputes arising out of or relating to the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (ii) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (iii) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (iv) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction. In any award of damages, the arbitrator shall abide by the "Limitation of Liability" section of these Official Rules (Section 12, above).

**1.7. Attorneys' Fees and Costs.** The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Coinbase need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from

the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Formal Complaint Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

**1.8. Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and Coinbase agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Coinbase by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall: (i) administer the arbitration demands in batches of one hundred (100) Requests per batch (plus, to the extent there are less than one hundred (100) Requests left over after the batching described above, a final batch consisting of the remaining Requests); (ii) appoint one (1) arbitrator for each batch; and (iii) provide for the resolution of each batch as a single consolidated arbitration with one (1) set of filing and administrative fees due per side per batch, one (1) procedural calendar, one (1) hearing (if any) in a place to be determined by the arbitrator, and one (1) final award ("Batch Arbitration").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Coinbase.

You and Coinbase agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (i) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (ii) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.