Legal

Coinbase User Agreement

Eligibility

Services

Account Setup

Fiat Services

Digital Currency Services

Transactions Limits and Enhanced Due Diligence

Suspension, Termination, and Cancellation

Liability

Site Availability and Accuracy

Customer Feedback, Queries, Complaints, and Dispute Resolution

Data Protection

Security

General

Appendices

Appendix 1: Prohibited Use, Prohibited Businesses, and Conditional Use

Appendix 2: Verification Procedures and Limits

Appendix 3: Communications

Appendix 4: Additional Services

Appendix 5: Developer's Tools License

This agreement (the "Agreement") is for customers who reside in Singapore and selected countries (Hong Kong, New Zealand and the Philippines).

This is a contract between you and:

Coinbase Singapore Pte. Ltd. ("**Coinbase SG**"), a private company limited by shares incorporated in Singapore (UEN 201935002N) and whose registered office address is One Marina Boulevard, #28-00, Singapore 018989. **Please refer to the Risk Warning Statement on Digital Payment Tokens at Section 2.2 of this Agreement before you indicate your acceptance and agreement to the terms herein.**

References in this Agreement to "Coinbase", "we", "our" or "us", are to Coinbase SG , 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, application programming interfaces ("**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 Fiat Services, Digital Currency Services and Additional Services (all defined below) collectively as the "**Coinbase Services**" or "**Services**", which can be accessed via the platform operated by Coinbase (the "**Coinbase Platform**") (including the online platform which is accessible via the Site or at such location as may be prescribed by Coinbase from time to time). Services and supported assets (including currencies and Digital Currencies, as defined below) may vary by jurisdiction.

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.

You may only use the Coinbase Services and your Coinbase Account (defined below) for your own account and not on behalf of or for the account of any third party, and you may not intentionally or unintentionally provide any third party with access to your Coinbase Account, except as expressly permitted in writing by Coinbase SG or in this Agreement.

2. SERVICES

2.1 **Fiat Services.**

The following services (the "**Fiat Services**") may be provided to you by Coinbase SG:

(A) a hosted digital wallet ("**Fiat Wallet**") enabling you to store fiat funds (such as Singapore Dollars ("**SGD**"); and

(B) certain payment services enabling you to send and receive fiat funds (as set out below).

2.2 **Digital Currency Services.**

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

(A) one or more hosted digital currency wallets (the "**Digital Currency Wallets**") enabling you to store, track, transfer, and manage your balances of certain supported digital currencies like DPT and Stablecoins (collectively, **"Digital Currency"** or **"Digital Currencies"**); and

(B) 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 (the "**Digital Currency Exchange Service**").

Coinbase SG has obtained a Major Payment Institution ("**MPI**") licence from the Monetary Authority of Singapore ("**MAS**") to provide cross-border money transfer service and digital payment token service. Coinbase SG is based in, and provides its services from, Singapore. The terms "**digital payment tokens**" or "**DPT**" refer to digital payment tokens within the meaning given in the PSA, which are supported by the Coinbase Platform for use under the Coinbase Services, as may be added, removed or replaced from time to time.

RISK WARNING ON DIGITAL PAYMENT TOKEN SERVICES

The MAS requires Coinbase SG to provide this risk warning to you as a customer of a DPT service provider.

Before you pay Coinbase SG any money or DPT, you should be aware of the following.

1. Coinbase SG is licensed by MAS to provide DPT services. Please note that you may not be able to recover all the money or DPTs you paid to Coinbase SG if Coinbase SG's business fails.

2. You should not transact in the DPT if you are not familiar with this DPT. This includes how the DPT is created, and how the DPT you intend to transact is transferred or held by Coinbase SG.

3. You should be aware that the value of DPTs may fluctuate greatly. You should buy DPTs only if you are prepared to accept the risk of losing all of the money you put into such tokens.

4. You should be aware that Coinbase SG may offer services related to DPTs which are promoted as having a stable value, commonly known as "Stablecoin".

Please note that, in the event of failure of the business of Coinbase SG or cyber-attack, there is a risk that you may not get back all of the Digital Currency held in your Digital Currency Wallet, although Coinbase SG has taken significant steps to mitigate the risk of this occurring, including taking out appropriate insurance and deploying reasonable security measures.

You should be aware that the risk of loss in trading or holding Digital Currency can be substantial. As with any asset, the value of Digital Currency can go up or down and there can be a substantial risk that you will lose money buying, selling, holding or investing in Digital Currency. Once recorded on the public blockchain, transactions in Digital Currency are irreversible, even if such transactions are unintended or unauthorised. You should carefully consider whether trading or holding Digital Currency is suitable for you in light of your financial condition.

2.3 **Additional Coinbase Services.**

In addition to the core services (i.e. Fiat Services and the Digital Currency Services), the following services ("**Additional Services**") may be made available by Coinbase SG to users that fulfil certain eligibility criteria:

(A) an order book exchange platform for Digital Currencies (as further described in **Appendix 4**) ("**Additional Services**"); and

(B) development applications provided by Coinbase (as further described in **Appendix 5**) ("**Developer's Tools**").

2.4 **Fees.** You agree to be responsible for the payment of and pay all fees. A full list of fees for Coinbase Services, as amended from time to time, can be found on the Site at the 'Pricing and Fees Disclosures' and 'Trading Fees' pages, which shall form part of this Agreement.

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

2.6 **Payment Services Partners.** Coinbase SG may use a third party payment processor or collection agent to process any payment between you and Coinbase, including but not limited to payments in relation to your use of the Digital Currency Transactions or deposits or withdrawals from your Coinbase Account.

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 details, including 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. Each customer may register only one Coinbase account. 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 suspend or terminate any Coinbase Accounts (including but not limited to duplicate accounts) 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**, you grant express permission to a Regulated Third Party to access or connect to your Coinbase Account(s), either through the Regulated Third Party's product or service or through the Site, you acknowledge that granting permission to a Regulated 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 Regulated Third Party with access to your Coinbase Account(s) and any action of such Regulated 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 Regulated Third Party with access to your Coinbase Account(s).

You may change or remove permissions granted by you to a Regulated Third Party 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 (which we may request at any time deemed necessary) 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 fiat funds 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. Such collection of information and identity verification may be done directly by us, or by our authorised third party service provider(s), or both, depending on which verification option you select.

The information we/our third party service provider(s) request may include but is not limited to personal information such as your name, residential 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 (e.g. international mobile subscriber identity and international mobile equipment identity) and other subscriber status details, and any such information that Coinbase is required to collect from time to time under applicable law.

You may also be required to undergo "**Enhanced Due Diligence**" (see **Section 6.2** below), where Coinbase may request that you submit additional information about yourself or your business, provide relevant records, and arrange for meetings with Coinbase staff so that Coinbase may, among other things, establish the source of your wealth and source of funds for any transactions carried out in the course of your use of Coinbase Services.

In providing us with this or any other information that may be required, you confirm that the information is true, accurate and complete, and you have not withheld any information that may influence Coinbase's evaluation of you for the purposes of your registration for a Coinbase Account or the provision of Coinbase Services to you. You undertake to promptly notify in writing and provide Coinbase with information regarding any changes in circumstances that may cause any such information provided to become false, inaccurate or incomplete and also undertake to provide any other additional documents, records and information as may be required by Coinbase and/or applicable law. You permit us to keep records of such information. 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 enquiries. 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. FIAT SERVICES

4.1 **Loading.** You may be allowed to load funds into your Fiat Wallet using bank transfer (or other payment methods available on the Site for your location), and your Fiat 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 5.13** of this Agreement for more details). Fiat funds held in a Fiat Wallet will not earn any interest. If available for your location, your Fiat Wallet may hold funds in different supported currencies and we will show the balance for each currency that you hold.

4.2 **Purchase or Sale of Digital Currency.** You may purchase supported Digital Currency by using fiat funds credited to your Fiat Wallet. To carry out a Digital Currency Transaction using fiat funds, you must follow the relevant instructions on the Site. A Digital Currency Transaction using fiat funds should normally be settled no later than one business day after we receive your instructions. You authorise us to debit fiat funds from your Fiat Wallet. Although we will attempt to deliver Digital Currency to you as promptly as possible, fiat funds may be debited from your Fiat Wallet before Digital Currency is delivered to your Digital Currency Wallet.

You may sell Digital Currency in exchange for fiat currency. You authorise us to debit your Digital Currency Wallet and credit your Fiat Wallet with the relevant amount of funds.

Please note that you can only use your Fiat Wallet to buy and/or sell Digital Currency to and from Coinbase SG in accordance with this Agreement or to pay Fees. Under no circumstances should you use your Fiat Wallet to transfer fiat funds to other users or third parties outside of the Coinbase Platform, or for the purposes of purchase and sale of goods and services not offered by Coinbase. Coinbase is not responsible or liable for any losses that result from or are in connection with any attempts to use your Fiat Wallet in such prohibited manner, and we may choose to suspend or terminate your Coinbase Account in such circumstances without prior notice.

4.3 **Receipt of Instructions.** If we receive instructions from you to purchase Digital Currency using fiat funds on a non-business day or after 4:30 pm (Singapore 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 fiat funds, 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 5.13** 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 Fiat 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 Fiat 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 Fiat.** You may redeem all or part of any fiat funds held in your Fiat 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 fiat funds remaining in your Fiat Wallet and attempt to transfer funds to the bank account you have registered with us. Prior to redeeming fiat funds from your Fiat Wallet, we may conduct checks for the purposes of preventing fraud, money laundering, terrorist financing and other financial crimes, and as required by applicable law. This may mean you are prevented or delayed from withdrawing fiat funds 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 fiat funds is initiated from your Fiat 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 Fiat 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 Fiat 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 Fiat 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.**

(A) Unauthorised Transactions - Fiat Wallet.

If an Unauthorised Transaction occurs in your Fiat Wallet 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 Fiat 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 SGD 65 of any losses you incur in respect of an Unauthorised Transaction in your Fiat Wallet 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 in your Fiat Wallet (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 SGD 65.

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 Fiat 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 Fiat Wallet without prior notice to you, although please note that during this period your Fiat Wallet may be temporarily locked to avoid further Unauthorised Transactions. You will also be liable to us (as a debt) for any funds you have transferred which was temporarily credited to your Fiat Wallet.

(B) Incorrect Transactions - Fiat Wallet.

Where an Incorrect Transaction is made in your Fiat Wallet as a result of our action or error we shall refund to you the amount of that transaction without undue delay and restore your Fiat 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 Fiat Wallet ("**Regulated Third Parties**"). If you do so, 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 Fiat 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 Parties for objectively justified and duly evidenced reasons relating to unauthorised or fraudulent access to your Fiat Wallet, money laundering, terrorist financing, fraud, or any other financial crime, and as required by applicable law. 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 the Fiat 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 **Safeguarding**. Fiat funds that are successfully loaded by users will be held by Coinbase SG in designated trust accounts opened with banks or other duly licensed financial institutions (each, a "**Safeguarding Institution**"). The funds will be held by Coinbase SG on behalf of its users and are segregated and maintained separately from Coinbase SG's own corporate funds. You can make a claim for your funds held in the trust accounts even if Coinbase SG becomes insolvent. Any interest earned from the funds maintained in the trust accounts are payable to Coinbase SG and will not accrue to you. Your funds in the trust accounts are commingled and pooled with funds received from other users and are exposed to losses or shortfalls in the pooled funds. You acknowledge that you may not be able to recover the full value of your funds in the event of a shortfall in the pooled funds or the insolvency of the Safeguarding Institution.

You confirm and agree, including for the benefit of the Safeguarding Institutions that:

1. the trust account arrangements do not result in you being a party to any agreement with the Safeguarding Institutions, and you will have no right to enjoy or enforce any benefit under such agreement;

2. the Safeguarding Institutions owe no obligation to you and you have no right to claim against the Safeguarding Institutions in relation to any services provided by the Safeguarding Institutions to Coinbase SG; and

3. Your rights and obligations (if any) in relation to any services provided by Coinbase SG to you are exclusively against or to Coinbase SG only, and not against or to the Safeguarding Institutions.

4.14 **Disclaimer**. The Fiat Wallet is not a deposit or investment account which means that your funds will not be protected by the Deposit Insurance Scheme operated by the Singapore Deposit Insurance Corporation.

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, other users or third parties outside of the Coinbase Platform, 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 on the Coinbase Platform using:

(A) Fiat funds from your Fiat Wallet;

(B) Central bank issued currency (such as SGD, GBP or EUR) supported by Coinbase; and/or

(C) Other types of Digital Currency in your Digital Currency Wallet. Conversely, when you sell Digital Currency on the Coinbase Platform, you may elect to receive:

(D) Fiat funds into your Fiat Wallet;

(E) Central bank issued currency (such as SGD, GBP or EUR) supported by Coinbase; and/or

(F) Other types of Digital Currency in your Digital Currency Wallet.

Coinbase facilitates and enables the purchase and sale of Digital Currency between its customers on the Coinbase Platform.

5.2 **Fiat Currency Transactions (not using your Fiat 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 the Digital Currency is delivered to your Digital Currency Wallet. You may sell Digital Currency in exchange for fiat currency (such as SGD, 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 SG'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 SG'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 and any other 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 Fiat 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. Coinbase reserves the right to suspend access to Coinbase Services (including Coinbase Consumer, Coinbase Pro) until such insufficient payment is addressed.

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. You shall provide us with any information that we may require from time to time in relation to any Digital Currency Transaction.

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 SG'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 Digital Currency 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 fees in order for the transaction to be completed successfully. Non-payment of miner fees may cause your transaction to remain in a pending state outside of Coinbase SG'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, for instance, if there is suspicion of money laundering, terrorist financing, fraud, or any other financial crime.

5.9 **Supported Digital Currencies.** Our Digital Currency Services are available only in connection with those digital currencies that Coinbase supports ("**Supported Digital Currencies**"), 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. 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. You acknowledge and agree that Coinbase bears no responsibility and is not liable for any unsupported asset that is sent to a wallet associated with your Coinbase Account. If you send an unsupported asset to a wallet associated with your Coinbase Account, then you will lose that asset. For some lost assets, Coinbase may in its sole discretion offer you the option to attempt a recovery. We may charge fees to process the recovery attempt on your behalf. We will calculate all fees at our discretion, and notify you of the applicable fees at or before the time you authorize the recovery attempt. For more information, see our Pricing and Fees Disclosures page. The actual amount recovered may differ from the estimated recovery amount. Coinbase does not evaluate the authenticity, safety, or security of unsupported assets. You acknowledge and agree that Coinbase is not liable for any loss incurred during the recovery attempt or subsequent use of the recovered asset.

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

5.10 **Ending support of a Digital Currency.** Coinbase may in its sole discretion terminate support for any Digital Currency. Coinbase will provide you no less than 10 days' notice (unless a shorter period is required by applicable law or a regulatory authority) via email to the email address associated with your Coinbase account to announce the end of such support. If you do not sell or send such Digital Currency off platform during this time, Coinbase reserves the right to withdraw such Digital Currencies from your account and credit your Coinbase account with the market value of a supported Digital Currency or a fiat currency (which denomination will be selected in our reasonable discretion).

5.11 **USDC Wallets.** Where available, you may also elect to buy USD Coin through Coinbase, a Stablecoin fully collateralized by the US Dollar, which is issued by Circle Internet Financial ("**Circle**") and supported by Coinbase ("**USDC**"). You are the owner of the USDC balance of your "**USDC Wallet**" (i.e. the Digital Currency Wallet provided to you by Coinbase SG to hold USDC and through which Digital Currency Transactions in USDC can be carried out). Coinbase is not the issuer of USDC, does not hold U.S. Dollars ("**USD**") on reserve for USDC holders, and has no obligation to repurchase your USDC for USD. You can redeem your USDC with Circle, and Coinbase may also elect to repurchase your USDC in exchange for USD. You agree to be bound by the terms of the Circle USDC Agreement (located at https://support.usdc.circle.com/hc/en-us/articles/360001233386-Circle-USDC-User-Agreement), which provides additional obligations, undertakings, and limitations with respect to USDC.

5.12 **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 Future Transactions will occur in identical, periodic instalments, based on your period selection (e.g., daily, weekly, monthly), until either you or Coinbase cancels the Future Transaction.

If you select a bank account as your payment method for a Future Transaction, and such transaction falls on a weekend or public holiday in the location in which the relevant bank is located, 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 Future Transaction settings or until you provide us with written notice via https://help.coinbase.com. You agree to notify Coinbase in writing of any changes to your linked bank account information prior to a Future Transaction.

Coinbase may, at any time, terminate Future Transactions by providing notice to you.

5.13 **Supplemental Protocols Excluded.** Unless specifically announced on the Site or via an official public statement of Coinbase, or otherwise as set forth in this Agreement, Supported Digital Currencies excludes all other protocols and/or functionality which supplement or interact with the Supported Digital Currency. This exclusion includes but is not limited to: metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins or other functionality, such as staking, protocol governance, and/or any smart contract functionality, which may supplement or interact with a Supported Digital Currency (collectively, "**Supplemental Protocols**"). Do not use your Coinbase Account to attempt to receive, request, send, store, or engage in any other type of transaction or functionality involving any such Supplemental Protocols, as the Coinbase Platform is not configured to detect, secure, or process these transactions and functionalities. Any attempted transactions in Supplemental Protocols will result in loss of the Supplemental Protocols or other assets that are the subject of the attempted transaction.

You acknowledge and agree that other than as set forth in this Agreement, Supplemental Protocols are excluded from Supported Digital Currency and that Coinbase has no liability for any losses related to Supplemental Protocols.

5.14 **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 the functionality or security of network operations. 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**"). Any such material operating changes may materially affect the availability, value, functionality, and/or the name of the Digital Currency you store in your Digital Currency Wallet. Coinbase does not control the timing and features of these material operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information that may be provided by Coinbase in determining whether to continue to transact in the affected Digital Currency using your Coinbase Account. In the event of any such operational change, Coinbase reserves the right to takes such steps as may be necessary to protect the security and safety of assets held on the Coinbase Platform, including temporarily suspending operations for the involved digital currency(ies), and other necessary steps; Coinbase will use its best efforts to provide you notice of its response to any material operating change; however, such changes are outside of Coinbase's control and may occur without notice to Coinbase. Coinbase's response to any material operating change is subject to its sole discretion and includes deciding not to support any new digital currency, fork, or other actions.

You acknowledge and accept the risks of operating changes to Digital Currency protocols and agree that Coinbase is not responsible for such operating changes and not liable for any loss of value you may experience as a result of such changes in operating rules. You acknowledge and accept that Coinbase has sole discretion to determine its response to any operating change and that we have no responsibility to assist you with unsupported currencies or protocols.

5.15 **Fungibility of Certain Digital Currencies.** You acknowledge and agree that Coinbase may hold Supported Digital Currencies in your Digital Currency Wallets in a variety of different ways, including across multiple blockchain protocols, such as layer two networks, alternative layer one networks, or side chains. In connection with its holding of Supported Digital Currencies in your Digital Currency Wallets, Coinbase may transfer such Digital Currencies off of the primary blockchain protocol and hold such Digital Currencies on shared blockchain addresses, controlled by Coinbase, on alternative blockchain protocols in forms compatible with such protocols. You agree that all forms of the same Digital Currencies that are held and made available across multiple blockchain protocols may be treated as fungible and the equivalent of each other, without regard to (a) whether any form of such Digital Currencies is wrapped or (b) the blockchain protocol on which any form of such Digital Currencies is stored.

5.16 **Digital Currency Storage & Transmission Delays.** The Coinbase Group securely stores Digital Currency private keys, in a combination of online and offline storage. Our security protocols may delay the initiation or crediting of a Digital Currency Transaction.

5.17 **Third party Payments.** We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or receive from, or sell to or transfer 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.

5.18 **Coinbase Vaults.** Coinbase does not support the use of multisig vaults. You may elect to use other services, such as the Coinbase Vault, which allow you to set withdrawal time-delays and create other conditions around the custody and transfer of your Digital Currency. Additional rules associated with such product(s) and service(s) may apply. For more information on Coinbase Vaults, please visit: https://help.coinbase.com/customer/en/portal/articles/2877996-vaults-faq?b_id=13521.

5.19 **Digital Currency Title.** All Digital Currencies held in your Digital Currency Wallet are held by the Coinbase Group on a custodial basis. Among other things, this means:

(A) 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.

(B) None of the Digital Currencies in your Digital Currency Wallet are the property of, or shall or may be loaned to, Coinbase; Coinbase does not represent or treat assets in user's Digital Currency Wallets as belonging to Coinbase. Coinbase may not grant a security interest in the Digital Currency held in your Digital Currency Wallet. Except as required by a facially valid court order, or except as provided herein, Coinbase will not sell, transfer, loan, hypothecate, or otherwise alienate Digital Currency in your Digital Currency Wallet unless instructed by you or compelled by a court of competent jurisdiction to do so.

(C) 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.

(D) In order to more securely hold customer Digital Currency, 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 SG. Customers' Digital Currency is segregated from the Coinbase Group's (including Coinbase SG) own Digital Currency or funds by way of separate ledger accounting entries for customer and Coinbase Group accounts. Notwithstanding the foregoing, the Coinbase Group shall not have any obligation to use different blockchain addresses to store Digital Currencies owned by you and Digital Currencies owned by other customers or by the Coinbase Group.

Coinbase is under no obligation to issue any replacement Digital Currency in the event that any Digital Currency, password or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible.

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, SGD 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://help.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 place on hold, 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:

(A) we reasonably believe that we need to do so in order to protect our reputation;

(B) 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;

(C) we reasonably suspect you of acting in breach of this Agreement;

(D) we reasonably suspect you to have breached our 'Behaviour Policy' or our 'Policy on Prohibited Use, Prohibited Businesses and Conditional Use' (as set out in **Appendix 1**);

(E) we have concerns that a transaction is erroneous or about the security of your Coinbase Account or we suspect that the Coinbase Services are being used in a fraudulent or unauthorised manner;

(F) we suspect money laundering, terrorist financing, fraud, or any other financial crime;

(G) 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

(H) 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 funds in your Fiat 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 of your Coinbase Account. 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 Coinbase is 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:

(A) for ninety (90) days thereafter for the purposes of transferring Digital Currency out of your Digital Currency Wallet(s) and/or out of the Coinbase Platform; and/or

(B) at any point in the six-year period commencing with the date of the termination of this Agreement for the purposes of transferring funds out of your Fiat Wallet and/or out of the Coinbase Platform. 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 Coinbase Platform or access to the Site for you accordingly.

If we suspend or close your Coinbase 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 fiat funds. You may cancel your Coinbase Account at any time by withdrawing all balances in your Fiat Wallet(s) and Digital Currency Wallet(s) 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 fiat funds on deposit in your Fiat Wallet and your Digital Currency Wallet at the time of the relevant breach by Coinbase. 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 Digital Currency Transaction properly, your damages are limited to no more than the combined value of the supported Digital Currency and fiat funds 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 the Digital Currency;

(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, Coinbase Platform and Site 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. Any materials, information, view, opinion, projection or estimate presented via the Site is made available by Coinbase for informational purposes only, and is subject to change without notice. You must make your own assessment of the relevance, timeliness, accuracy, adequacy, commercial value, completeness and reliability of the materials, information, view opinion, projection or estimate provided on the Site and/or the Site. Accordingly, no warranty whatsoever is given by Coinbase and no liability whatsoever is accepted by Coinbase for any loss arising whether directly or indirectly as a result of you acting on any materials, information, view, opinion, projection or estimate provided in or made available through the Site and/or the Site.

The Coinbase Services, Coinbase Platform and Site are not intended to provide specific investment, tax or legal advice or to make any recommendations about the suitability of any investments or products for any particular investor. You should seek your own independent financial, legal, regulatory, tax or other advice before making an investment in the investments or products. In the event that you choose not to seek advice from a relevant adviser, you should consider whether the investment or product is suitable for you.

We will make reasonable efforts to ensure that Digital Currency Transactions, requests for debits and credits involving Digital Currency Wallets, Fiat Wallets, bank accounts, and 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 effects 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 limitations on access to your Coinbase Account or the Coinbase Services, including the inability to initiate or complete the transactions and may also lead to support response time delays.

(A) 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 or that your Coinbase Account will be accessible; and

(B) 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.

Under no circumstances shall Coinbase be liable for any alleged damages arising from service interruptions, delays in processing transactions, or lack of timely response from Coinbase customer support.

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://help.coinbase.com.

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

10.2 **Complaints.** If you have a disagreement or dispute with Coinbase, you agree to contact our support team in the first instance to attempt to resolve such dispute. If we cannot resolve the dispute through our support team, you and we agree to use the complaints process set out in this **Section 10.2**. You agree to use this process before commencing any action as set out in **Section 10.4**. If you do not follow the procedures set out in this **Section 10.2** before pursuing action under **Section 10.4**, we shall have the right to ask the relevant court/authority to dismiss your action/application unless and until you complete the following steps:

In the event of a complaint which has not been resolved through your contact with Coinbase Support, please use our complaint form to 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. The complaint form can be found on the Coinbase support pages, help.coinbase.com or can be requested from Coinbase Customer Support. We will acknowledge receipt of your complaint form after you submit it. 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 certain circumstances, if the Officer is unable to respond to your complaint within 15 business days for reasons beyond Coinbase's control, the Officer will (unless prohibited by applicable law) 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.

10.3 If we have not been able to resolve your complaint via the complaint process set out in **Section 10.2** above, you may escalate your complaint via the dispute processes set out in **Sections 10.4** below as applicable to you.

10.4 Both you and we agree that we shall not commence any of the dispute processes set out in this **Section 10.4** below in relation to the whole or part of your complaint until the complaint process set out in **Section 10.2** has been completed, although nothing in **Section 10.2** or in this **Section 10.4** shall be construed as preventing either party from seeking conservatory or similar interim relief in any court of competent jurisdiction:

For complaints or disputes arising out of or in connection with this Agreement or the provision of Coinbase Services, the Coinbase Platform or the Site, that cannot be resolved via the complaint process set out in **Section 10.2** above, you submit to the non-exclusive jurisdiction of the courts of Singapore without prejudice to any mandatory rights available to consumers (being individuals not engaged in conduct related to their trade, business or profession, "**Consumers**") to commence proceedings against Coinbase before the courts of the jurisdiction in which they are domiciled.

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 associates, or other individuals (if you are not an individual), in connection with this Agreement, or the Coinbase Services. We will process this personal data in accordance with the Privacy Policy, which shall form part of this Agreement. Accordingly, you represent and warrant that:

(A) 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;

(B) 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

(C) 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 fiat funds, Digital Currency and/or other 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 and/or 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 two-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 account 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.

You hereby agree to change your password from time to time and to keep the username and password confidential and shall be responsible for the security of your account and liable for any disclosure or use (whether such use is authorised or not) of the username and/or password. You shall notify us immediately if you have knowledge that or have reason for suspecting that the confidentiality of the username and/or password has been compromised or if there has been any unauthorised use of the username and/or password.

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 two-factor authentication via a user's mobile device (Short Message Service ("**SMS**") or a supported Time-based One Time Password application). A verified phone number is required to enable two-factor authentication via SMS. Users are responsible for keeping electronic devices through which Coinbase Services are 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 fiat funds, Digital Currency and/or other 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:

(A) 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);

(B) continue to provide accurate and up to date information throughout the duration of the Security Breach; and

(C) 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 and anti-money laundering and countering the financing of terrorism laws) in your use of the Coinbase Services, the Coinbase Platform and the Site.

13.2 **Limited Licence.** 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**). Nothing contained herein should be construed as granting, by implication, estoppel or otherwise, any licence or right for fiat funds or Digital Currency to be used for illegal, unlawful, fraudulent, unethical, or unauthorised purposes or to promote or facilitate any illegal, unlawful, fraudulent, unethical or unauthorised activities. 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.

13.4 **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:

(A) you are in, under the control of, or a national or resident of Cuba, Democratic Republic of Congo, Democratic People's Republic of North Korea, Iran, Libya, Somalia, South Sudan, Sudan, Yemen or Syria or any other country subject to United States embargo, UN sanctions, the European Union, MAS or HM Treasury's financial sanctions regimes (each a "**Sanctioned Country**"), or if you are a person on the economic sanctions lists as published from time to time by applicable authorities (including, but not limited to the MAS Lists of Designated Individuals and Entities, U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or the EU financial sanctions regime (a "**Sanctioned Person**"); or

(B) you intend to supply any acquired or stored Digital Currency or fiat funds or Coinbase Services to a Sanctioned Country (or a national or resident of a Sanctioned Country) or Sanctioned Person.

You hereby represent, warrant and undertake to Coinbase that you are purchasing Digital Currency with funds which are from legitimate sources and which do not constitute the proceeds of criminal conduct, or realisable property, or the proceeds of terrorism financing or property of terrorists, within the meaning given in the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Chapter 65A) and the Terrorism (Suppression of Financing) Act (Chapter 325), respectively (or any other equivalent law in a jurisdiction outside Singapore) and which are not derived from or related to any unlawful activities. You further undertake not to use the Digital Currency to finance, engage in, or otherwise support any unlawful activities.

13.5 **Amendments.** We will notify you of any change to the Agreement relating to Fiat 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. You agree that any notification of amendments in the manner as aforesaid shall be sufficient notice to you, and your continued access and/or use of Coinbase Services and/or the Site shall constitute an affirmative acknowledgement by you of the amendments and shall be deemed to be your acceptance of the revised Agreement.

Copies of the most up-to-date version of the Agreement will be made available in the Site at all times.

13.6 **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.

13.7 **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.

13.8 **Contact Information.** You are responsible for keeping your contact details (including 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 to 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.

13.9 **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.

13.10 **Unclaimed Property.** If we hold fiat funds or Digital Currency on your behalf, 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 fiat funds 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 fiat funds 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.

13.11 **Death of Account Holder.** For security reasons, if we receive legal documentation confirming your death or other information leading us to believe you have died, we will freeze your Coinbase Account and during this time, no transactions may be completed until: (i) your designated executor / trustee has opened a new Coinbase Account, as further described below, and the entirety of your Coinbase Account has been transferred to such new account, or (ii) we have received proof in a form satisfactory to us that you have not died. If we have reason to believe you may have died but we do not have proof of your death in a form satisfactory to us, you authorize us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died. Upon receipt by us of proof satisfactory to us that you have died, the executor / trustee you have designated in a valid Will or similar testamentary document will be required to open a new Coinbase Account. If you have not designated an executor / trustee, then we reserve the right to (i) treat as your executor / trustee any person entitled to inherit your Coinbase Account, as determined by us upon receipt and review of the documentation we, in our sole and absolute discretion, deem necessary or appropriate, including (but not limited to) a Will or similar document, or (ii) require an order designating an executor / trustee from a court having competent jurisdiction over your estate. In the event we determine, in our sole and absolute discretion, that there is uncertainty regarding the validity of the executor / trustee designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your Coinbase Account. Pursuant to the above, the opening of a new Coinbase Account by a designated executor / trustee is mandatory following the death of a Coinbase Account owner, and you hereby agree that your executor / trustee will be required to open a new Coinbase Account and provide the information required under **Section 3** of this Agreement in order to gain access to the contents of your Coinbase Account.

13.12 **Rights of Third Parties.** A person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) or other similar laws to enforce any of the terms herein, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. Coinbase's right to vary these terms may be exercised without the consent of any person or entity who is not a party to the Agreement. For the avoidance of doubt, nothing in this **Section 13.13** shall affect the rights of any permitted assignee or transferee of these terms.

13.13 **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.

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

13.15 **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.

13.16 **Security Interests.** You must not create security over your fiat funds or Digital Currency unless you have sought our prior approval in writing.

13.17 **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.

13.18 **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.

13.19 **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.

13.20 **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.

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

13.22 **Governing Law.** This Agreement and the relationship between us shall be governed by and construed in accordance with the laws of Singapore, subject to any local mandatory rights available to Consumers.

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 or the Coinbase Platform involves a Prohibited Use or have questions about how these requirements apply to you, please submit a support request at: https://help.coinbase.com.

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

(A) **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 regulatory regimes administered by the U.S. Department of Treasury's Office of Foreign Assets Control and the MAS, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.

(B) **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.

(C) **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; harvest or otherwise collect information from the Site about others, including without limitation email addresses, without proper consent.

(D) **Fraud:** Activity which operates to defraud Coinbase, Coinbase users, or any other person; provide any false, inaccurate, or misleading information to Coinbase.

(E) **Gambling:** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance.

(F) **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 being carried out using Coinbase Services or the Coinbase Platform ("**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 or the Coinbase Platform involves a Prohibited Business, or have questions about how these requirements apply to you, please contact us at: https://help.coinbase.com.

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

(A) **Investment and Credit Services:** securities brokers; mortgage consulting or debt reduction services; credit counselling or repair; real estate opportunities; investment schemes;

(B) **Restricted Financial Services:** check cashing, bail bonds; collections agencies;

(C) **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;

(D) **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;

(E) **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;

(F) **Drugs and Drug Paraphernalia:** sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporisers, and hookahs;

(G) **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;

(H) **Substances designed to mimic illegal drugs:** sale of a legal substance that provides the same effect as an illegal drug (e.g. salvia, kratom);

(I) **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;

(J) **Multi-level Marketing:** pyramid schemes, network marketing, and referral marketing programs;

(K) **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

(L) **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://help.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 the following businesses, activities, or practices:

(A) **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;

(B) **Charities:** Acceptance of donations for non-profit enterprise;

(C) **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

(D) **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 or the Coinbase Platform, and limits imposed on your use of Coinbase Services (including but not limited to 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), and any changes to such limits from time to time, 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://help.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

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:

(A) terms of use and policies you agree to (e.g. the Agreement and Privacy Policy), including updates to these agreements or policies;

(B) account details, history, transaction receipts, confirmations, and any other account or transaction information;

(C) legal, regulatory, and tax disclosures or statements we may be required to make available to you; and

(D) responses to claims or customer support inquiries filed in connection with your Coinbase Account.

Unless otherwise specified in this Agreement, we will provide these Communications to you by posting them on the Site, emailing them to you at the primary email address listed in your Coinbase Account, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification, and you agree that such Communications will constitute sufficient notice of the subject matter therein.

2. How to Withdraw Your Consent. You may withdraw your consent to receive Communications electronically by contacting us at: https://help.coinbase.com. If you fail to provide or if you withdraw your consent to receive Communications in the specified manner, Coinbase reserves the right to immediately close your Coinbase Account or charge you additional fees for paper copies of the Communications.

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 you have provided 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 Coinbase Account and visiting settings or by contacting our support team at: https://help.coinbase.com.

Appendix 4 : ADDITIONAL SERVICES

1. Advanced Trading

1.1. General. Coinbase offers, and eligible users may access, an order book for various Digital Assets and fiat currency trading pairs (each an "**Order Book**") on the coinbase.com ("**Advanced Trading**"). See your Coinbase Account to see what Order Books are available within Advanced Trading. Coinbase does not offer Advanced Trading to customers in all jurisdictions. By accessing Advanced Trading or the Coinbase API for Advanced Trading, you accept and agree to be bound by the Trading Rules available at https://www.coinbase.com/legal/trading_rules (the "**Trading Rules**").

(A) Trading Fees. By placing an order on Advanced Trading, you agree to pay all applicable fees and authorize Coinbase to automatically deduct fees directly from your account. Trading Fees are set forth in the Trading Rules.

(B) Withdrawal Fees. Coinbase may charge a fee on certain fiat currency deposit or withdrawal methods (e.g. bank wire). DEPOSITS AND WITHDRAWALS MAY BE SUBJECT TO LIMITS.

(C) Trading Account Use. You may not sell, lease, furnish, or otherwise permit or provide access to your Trading Account to any other entity or to any individual that is not your employee or agent. You accept full responsibility for your employees' or agents' use of Advanced Trading, whether such use is directly through Coinbase 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 Advanced Trading including identifiers, permissions, passwords, and security codes associated with your Account.

(D) Suspension and Cancellation. In the event that your Account is suspended or terminated, we will immediately cancel all open orders associated with your Account, block all withdrawals and bar the placing of further orders until resolution or Account cancellation. . In the event that your Account is suspended or terminated, we will immediately cancel all open orders associated with your Account, block all withdrawals and bar the placing of further orders until resolution or Account cancellation..

2. Coinbase Pro

2.1. General. Eligible users may establish an account at: https://pro.coinbase.com (a "**Coinbase Pro Account**"), an order book exchange platform for Supported Digital Assets. The provisions of this Section 2 of this **Appendix 4** (*Additional 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.

(A) Order Books. Coinbase Pro offers an order book for various Supported Digital Assets 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.

(B) Coinbase Pro Account. Your Coinbase Pro Account consists of the following:

(1) a dedicated Digital Asset Wallet for each Supported Digital Asset offered on Coinbase Pro;

(2) a dedicated Fiat Wallet enabling you to store fiat funds; 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.

(C) Deposits. You may fund your Coinbase Pro Account by depositing Supported Digital Assets and/or fiat funds from your basic Coinbase Account, bank account or an external Digital Asset address into your Coinbase Pro Account. The Supported Digital Assets and fiat funds deposited in your Coinbase Pro Account can be used only to buy and sell Supported Digital Assets using Coinbase Pro.

(D) Withdrawals. You may withdraw Supported Digital Assets from your Coinbase Pro Account by transferring the same to your Coinbase Account or to an external wallet. You may withdraw fiat funds from your Coinbase Pro Account to your Coinbase Account or directly to your bank account registered with us.

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

(E) 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.

2.2. Trading Rules and Trading Fees.

(A) 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, which shall form part of this Agreement (the "**Trading Rules**").

(B) Trading Fees. By placing an order on Coinbase Pro, you agree to pay all applicable fees and you authorise Coinbase to automatically deduct any amount in satisfaction of applicable fees directly from your Coinbase Pro Account. Trading fees are set forth in the Trading Rules and at: https://pro.coinbase.com/fees.

(C) 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 authorise. 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.

(D) Suspension and Cancellation. We may suspend your Coinbase Pro Account or your access to any one or 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 the reasons for suspension and/or termination have been resolved or we cancel your Coinbase Account.

(E) 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.

(F) 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 Supported Digital Assets, as well as Digital Assets not supported by Coinbase, in order to assist users in learning more about such Digital Assets. 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 Assets based on the information provided by Coinbase.

(G) 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 fiat funds or Supported Digital Assets you may transfer from your Coinbase Pro Account to your Coinbase Account.

3. USDC Rewards

USDC IS NOT LEGAL TENDER. USDC IS A SUPPORTED DIGITAL ASSET AND COINBASE HAS NO RIGHT TO USE ANY USDC IN YOUR COINBASE ACCOUNT. COINBASE IS NOT A DEPOSITORY INSTITUTION, AND YOUR USDC WALLET IS NOT A DEPOSIT ACCOUNT.

3.1. Eligibility. If you are eligible, you can earn rewards for holding USDC in your Coinbase Account. So long as you hold at least USD1 of USDC in your Coinbase Account, you will automatically earn amounts of USDC as described below in the "Calculation" section ("USDC Rewards"). If at any time you do not hold at least USD1 of USDC in your Coinbase Account, your enrollment in USDC Rewards will be paused until such time that you do hold at least USD1 of USDC in your Coinbase Account. During such period you will retain all USDC Rewards previously accrued but not yet distributed. Such accrued rewards will be distributed as described below in the "Calculation" section. If at any time you are deemed ineligible, your enrollment in USDC Rewards will be similarly paused. You can opt-out of, or back into, USDC Rewards at any time by following the instructions here. If you opt-out of USDC Rewards or close your Coinbase Account, you will forfeit the rewards you have accrued (that are not yet distributed for the current calendar month) up to that time. USDC held on Coinbase Pro is not eligible for USDC Rewards.

3.2. Calculation. Rewards are earned on a daily basis in the form of USDC at the then current USDC Rewards Rate. Our current USDC Rewards Rate can be found here. Our current USDC Rewards Annual Percentage Yield, which includes the effect of monthly compounding, can be found here and here. Rewards earned in a particular month are airdropped into your Coinbase USDC wallet within five (5) business days after the start of the next calendar month. USDC Rewards distributed to you are rounded-down to the nearest sixth decimal place. We use the Daily Balance Method to determine the rewards you earn for a particular day, using your average balance of USDC on that specific day as that day's balance. The rate used to determine rewards earned for a particular day is the then current USDC Rewards Rate divided by 365.

3.3. Changes. We reserve the right to change the USDC Rewards Rate Annual Percentage Yield at any time by notification here and here and by other reasonable means of notice (including e-mail). Unless otherwise stated in the notice, no change will be effective until the first day of the calendar month after such notice is made. We reserve the right to add, change, or delete any provision of these terms and to terminate the USDC rewards program, or your participation in the program, at any time upon notice made in the same manner.

3.4. Definitions.

"USDC Rewards Rate" means the annual rate of rewards earned on a USDC wallet, which does not reflect compounding. The current USDC Rewards Rate can be found here.

"USDC Rewards Annual Percentage Yield" or **"APY"** means the percentage rate reflecting the total amount of USDC Rewards earned, based on the then current USDC Rewards Rate and end of month compounding for a 365-day period. The current USDC Rewards Annual Percentage Yield can be found here and here.

"Daily Balance Method" means the application of the daily periodic rate (derived from the APY) to the calendar day average of USDC held in your USDC wallet each day.

4. Staking Services

When you hold supported Digital Currencies with Coinbase SG you may be given the option to "stake" these assets in a third party proof of stake network via staking services provided by Coinbase SG or an affiliate (including a third party validator operator). Please visit our staking information page for further details on how proof of stake works. Staking services are not available for supported Digital Currencies held on Coinbase Pro.

4.1. Staking Services Are Optional and Do Not Affect Ownership. Staking services may be available for some or all of your supported Digital Currencies. YOU ARE NOT REQUIRED TO STAKE WITH COINBASE AND YOU CAN REQUEST TO UNSTAKE AT ANY TIME. FOR MORE INFORMATION VISIT THE HELP CENTER. If you choose to stake, Coinbase will perform blockchain operations involving your digital currencies as described below. This instruction to stake your digital currencies does not affect the ownership of your digital currencies in any way. For the avoidance of doubt, the provisions for Digital Currency Title described in Section 5.19 above apply whether or not a digital currency is staked.

4.2. The Service; Rewards; Commission; Limitations. If you stake your assets with us, Coinbase SG, or one of its affiliates, will facilitate the staking of those assets on your behalf by acting as a transaction validator on the applicable network for the supported Digital Currency you stake. Depending on the protocol, there may be a delay before your assets are eligible to participate in the transaction validation process and earn rewards. If Coinbase SG or an affiliate successfully performs a validation task in that supported Digital Currency, you may earn a reward granted by that supported Digital Currency's network. Rewards are determined by the protocols of the applicable network. If the applicable network distributes any rewards in unstaked form, Coinbase SG will use commercially reasonable efforts to restake those rewards. You may request to unstake your accrued rewards at any time as described in Section 4.4 below. Rewards will be credited to your account by taking into account the amount of your principal and previously accrued rewards that remain staked with Coinbase SG. Coinbase SG will credit your account for any earned rewards after receipt by Coinbase, minus a commission. The current commission for each staking asset can be found in the Help Center. Coinbase SG may change these published commissions at any time, including after your assets have been staked. Coinbase SG may also offer lower commissions for certain assets on a promotional basis, and these promotional commissions may differ among Coinbase users. You will be notified if you receive a promotional commission offer.

4.3. Slashing. Some Digital Currency networks subject staked assets to "slashing" if the transaction validator representing those assets incorrectly validates a transaction. Coinbase SG will use commercially reasonable efforts to prevent any staked assets from slashing; however, in the event they are, Coinbase will replace your assets so long as such penalties are not a result of: (i) protocol-level failures caused by bugs, maintenance, upgrades, or general failure; (ii) your acts or omissions; (iii) acts or omissions of any third party service provider; (iv) an event qualifying under Section 8.7 of the User Agreement; (v) acts by a hacker or other malicious actor; or (vi) any other events outside of Coinbase's reasonable control.

4.4. Protocol Lockups and Unstaking. Some Digital Currency networks require that a certain amount of staked assets be locked (restricted from sale or transfer) for a period of time while staking. You will need to request for your staked assets to be unstaked before they can be sold or transferred. When you request to unstake, Coinbase SG will take blockchain operations on your behalf to wind-down your assets' participation in the validation process of the relevant protocol. These blockchain operations may take up to 48 hours to complete, in addition to any applicable protocol unstaking period. Depending on the protocol, you may or may not receive staking rewards during the unstaking process. Expected unstaking periods are estimates only. We will notify you when the unstaking process is complete.

4.5. No Guarantee of Rewards. You have no right to a reward until it is received by Coinbase SG. Rewards will be distributed to your account promptly after they are received by Coinbase SG. Unless otherwise specified, the "staking rewards rate" disclosed by Coinbase SG for a particular supported Digital Currency is an annualized historical rate based on the staking rewards generated by Coinbase in providing staking services to Coinbase customers for that supported Digital Currency, minus our commission. This rate is an estimate and may change over time. COINBASE SG DOES NOT GUARANTEE THAT YOU WILL RECEIVE ANY STAKING REWARDS, INCLUDING THE STAKING REWARDS RATES OR BOOSTED STAKING REWARDS.

4.6. Eligibility. Users who wish to stake through Coinbase SG must meet certain eligibility requirements, as set forth here. These requirements are subject to change.

4.7. Ethereum Staking and Wrapping. In some jurisdictions, you may choose to obtain the ability to sell, send, spend, or otherwise use your staked ETH by selecting, at your sole discretion, to wrap into a token that represents the ETH that you have staked plus associated rewards. This service is not available everywhere, and additional eligibility requirements may apply. By electing to wrap your staked ETH plus any associated rewards balance into the Coinbase Wrapped Staked ETH known as "cbETH" you understand and agree that:

(a) Once wrapped, you cannot redeem your staked ETH or claim any associated rewards except as described in Section 4.8 below.

(b) cbETH held in your Coinbase SG Digital Currency Wallet represents ownership of ETH staked with Coinbase SG in accordance with this Appendix (including any associated rewards and minus any Coinbase SG fees and slashing penalties). By wrapping staked ETH as cbETH, you remain entitled to all of the economic value, risk, and rewards of the staked ETH.

(c) Selling or otherwise transferring cbETH automatically transfers ownership of the staked ETH and the right to redeem described in Section 4.8 below, and entitles the recipient to the attendant economic value, risk, and rewards of the staked ETH, subject to the terms of this Agreement. For avoidance of doubt, receiving cbETH does not by itself create a contractual relationship with Coinbase SG, and in all cases the right to redeem cbETH is subject to the terms set forth in Section 4.8.

(d) Staked ETH and associated rewards that have been wrapped as cbETH are held by the Coinbase Group on behalf of holders of cbETH, and ownership of these assets shall not transfer to any entity in the Coinbase Group. Section 5.19 of this Agreement shall apply to staked ETH and associated rewards held on behalf of cbETH holders to the same extent as staked ETH held by the Coinbase Group on behalf of Coinbase customers.

(e) cbETH is an ERC-20 token and may be compatible with protocols or other software or technology provided by third parties.

(f) The staked ETH held by the Coinbase Group on behalf of cbETH holders are subject to the risk of slashing described in Section 4.3 above.

In addition, you understand, agree and accept the following *risks* associated with electing to wrap into cbETH:

(g) Neither Coinbase SG nor any other entity of the Coinbase Group guarantee the value of your staked ETH principal or associated rewards.

(h) Neither Coinbase SG nor any other entity of the Coinbase Group is responsible for any decrease in the value of your staked ETH principal or associated rewards.

(i) The price of cbETH could diverge from the price of ETH or staked ETH because of market fluctuations, which may be affected by the actions or inactions of market makers or other market participants who receive loans or other incentives to purchase cbETH.

(j) Neither Coinbase SG nor any other entity of the Coinbase Group guarantee that wrapping staked ETH will result in a successful exchange or sale of cbETH. Neither Coinbase SG nor any other entity of the Coinbase Group will backstop or otherwise intervene to guarantee cbETH liquidity.

(k) Neither Coinbase SG nor any other entity of the Coinbase Group guarantees the security or functionality of any third-party protocol, software or technology intended to be compatible with cbETH. Neither Coinbase SG nor any other entity of the Coinbase Group is responsible for any losses of cbETH due to the failure of third-party protocol, software or technology.

(l) As with the protocols for other Digital Currencies, neither Coinbase SG nor any other entity of the Coinbase Group owns or controls the underlying Ethereum protocol which governs the operation of cbETH. Accordingly, cbETH is subject to Section 5.14 of this User Agreement, like other Digital Currencies.

(m) As with other Digital Currencies, cbETH could be impacted by one or more regulatory actions, which could impede or limit the services we can provide with respect to cbETH.

4.8. Unwrapping/Redemption of cbETH

(a) If you hold cbETH in your Coinbase SG Digital Currency Wallet and satisfy eligibility requirements, you may instruct Coinbase SG to "unwrap" your cbETH, thereby redeeming your cbETH for staked ETH plus any associated rewards and minus any Coinbase SG fees and slashing penalties. Staked ETH and any associated rewards will remain locked until you request unstaking and the protocol unstaking process is completed as described in Section 4.4 above.

(b) To unwrap cbETH, you will need to be a Coinbase SG or another member of the Coinbase Group with an active Coinbase Account and be eligible to stake ETH as described above. Additional geographic restrictions may apply, and eligibility is subject to change. Requests to unwrap cbETH may not be processed immediately.

5. Coinbase Verifications

"Coinbase verifications" is a service that leverages the Ethereum Attestation Service to enable the issuance of Coinbase-verified, onchain attestations against predefined schemas relating to individual Coinbase customers (each, a "**Coinbase Attestation**"). These onchain attestations may be used by eligible Coinbase customers to help establish identity and reputation when interacting with certain decentralized applications onchain. A Coinbase Attestation issued to you will be stored onchain, and therefore will be public and viewable by anyone. If you do not wish to share this personal information with others by making it publicly available onchain, do not use the Coinbase verifications service. Once a Coinbase Attestation has been issued to you, a record of the attestation may persist in the Ethereum Attestation Service even if you revoke the Coinbase Attestation through your Coinbase account.

5.1. Eligibility. In order to use the Coinbase verifications service, you must (a) have a registered Coinbase account, (b) have successfully completed identity verification on your account, and (c) be in good standing and eligible to transact on the Coinbase platform. We reserve the right to not offer the Coinbase verifications service to you at our discretion. Not in limitation of the foregoing, we may refuse to offer the Coinbase verifications service to you if the information you provided to create a Coinbase account (as described in the "Issuance" section below) is incomplete, inaccurate, or incorrect, or if you violate these terms, violate applicable law, or engage in behavior that harms our Services (for example, by engaging in fraudulent activity or attempting to circumvent our User Agreement or policies). We may also refuse to offer the Coinbase verifications service to you if your Coinbase account is subject to any type of limitation or review.

5.2. Issuance. By using the "Coinbase verifications" service and having a Coinbase Attestation issued, you acknowledge that Coinbase may use some or all of the personal information you provide to us, including the information you provided when you opened your Coinbase account and information we collect in accordance with our Privacy Policy from your usage of any Services, to issue one or more Coinbase Attestations.

If you choose to have a Coinbase Attestation issued to you, you acknowledge that personal information or information derived from your personal information will be stored onchain, and therefore will be public and viewable by anyone.

You agree that all the information you provide Coinbase in order to have a Coinbase Attestation issued on your behalf is complete, accurate and correct. A Coinbase Attestation relies on the completeness, accuracy and correctness of information provided by you, which you are ultimately responsible for. A Coinbase Attestation is a representation of the underlying information about you and/or your Coinbase account as of a specific point of time, and does not necessarily reflect any subsequent changes to such information. Coinbase will assume for all intents and purposes that you own and control the private keys associated with the self-hosted wallet that you specify for receipt of any Coinbase Attestation that we issue to you, including for purposes of any tax reporting obligations that Coinbase may become subject to as a result of any reward or other value that is distributed to such self-hosted wallet in connection with such Coinbase Attestation. By using the Coinbase verifications service, you further agree that you will not transfer the Coinbase Attestation to any third party.

A Coinbase Attestation may also be based on data supplied to Coinbase by third parties, including government agencies, third party suppliers of identity verification services and others. Those third parties may change or may, due to change in laws or other reasons, change their policies or services. Therefore, we may be required to amend the provision and scope of any Coinbase Attestation and the corresponding schema, and may do so at any time at our discretion without notice.

5.3. Use. Certain decentralized applications (each, a "**Dapp**") may provide you with access to their applications because you are a holder of one or more Coinbase Attestations. If you do not wish to share any of the personal information that may be contained in a Coinbase Attestation, then do not use the Coinbase verifications service. We reserve the right to modify the scope of any Coinbase Attestation and the corresponding schema at any time without notice.

Unless otherwise specified, Coinbase does not have any affiliation with any Dapp that you may gain access to by virtue of holding one or more Coinbase Attestations, and your use of any such Dapp will be subject to terms and conditions that are between you and the Dapp. Third-party service providers may offer certain products or services that leverage one or more Coinbase Attestations, for example, a "badge" or "checkmark" generated in reliance on a Coinbase Attestation. Your use of such third party products or services may be subject to your acceptance of, and compliance with, separate terms and conditions with such third parties, to which Coinbase is not a party. You acknowledge that Coinbase has no responsibility for the products or services provided by third parties.

Coinbase Attestations are non-transferrable and for your personal use only. You may not impersonate another user or entity in order to obtain a Coinbase Attestation. Purchasing, selling, lending, or renting a Coinbase Attestation is strictly prohibited. If you transfer the private keys associated with the self-hosted wallet to which a Coinbase Attestation has been issued to a third party, we reserve the right to revoke such Coinbase Attestation and take such other action with respect to your Coinbase Account as we deem appropriate and/or necessary in our sole discretion.

Any Coinbase Attestation that is issued to you is provided for informational purposes only and unless otherwise expressly specified by Coinbase, is not intended to be relied upon for any legal, compliance or contractual purpose. You acknowledge and agree that any such reliance by you will be at your own risk, and Coinbase disclaims any and all liability to you or any other third party that may result from such reliance.

Any Coinbase Attestation represents the status of your Coinbase account as of the time of issuance, and subsequent changes to the status of your Coinbase account that result in such attestation no longer being true may not be reflected immediately in the Ethereum Attestation Service. Therefore, Coinbase does not represent, warrant or guarantee that the information contained in any attestation or represented thereby is complete, accurate, or correct. Additionally, you should be aware that the specific processes that Coinbase uses to verify the identities of its customers may differ by jurisdiction.

5.4. Invalidation. We reserve the right to revoke a Coinbase Attestation that we have issued to you at our discretion, without notice. We may revoke a Coinbase Attestation if the information that was originally used to issue it is or becomes incomplete, inaccurate, or incorrect, or if you violate these terms, violate applicable law, or engage in behavior that harms our Services (for example, by engaging in fraudulent activity or attempting to circumvent our User Agreement or policies). We may also revoke a Coinbase Attestation that we have issued to you if your Coinbase account is subject to a limitation or review, or if we are required to do so in order to comply with a legal requirement or court order.

If you choose to use third party products or services that use or rely upon one or more Coinbase Attestations, like a "badge" or "checkmark", access to such products or services may be disabled without notice.

5.5. Limitation of Liability. This section operates in addition to any limitation of liability or warranties expressed elsewhere in this User Agreement.

Coinbase is not liable for any loss, including, for example, a loss of property, profits, revenues, business opportunities, goodwill, or anticipated savings made in reliance on the Coinbase verifications service or any Coinbase Attestation issued thereunder. We are also not liable for indirect or consequential losses, nor are we liable for punitive damages. This limitation of liability extends to our officers, directors, agents, joint venturers, employees, and representatives.

To the extent allowed by law, the Coinbase verifications service and any Coinbase Attestation issued thereunder are provided "as is." No promises should be implied (including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement). For example, we don't make any warranties about the content or features of a Coinbase Attestation, including its accuracy, reliability, availability, or ability to meet your needs. Coinbase does not represent, warrant or guarantee that the information used to issue a Coinbase Attestation is complete, accurate or correct and, accordingly, we do not represent or warrant or guarantee that a Coinbase Attestation is complete, accurate or correct.

Appendix 5 : DEVELOPER'S TOOLS LICENSE

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://public.sandbox.pro.coinbase.com/, and any other resources or services available at https://developers.coinbase.com/, (collectively, the Developer's Tools).

The Coinbase Developer Agreement, which shall form part of this Agreement and is set out at https://developers.coinbase.com/docs/wallet/terms/2 (which may be amended from time to time), shall 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.