

THE COINBASE WALLET AVALANCHE EMOJIS STORY CONTEST

OFFICIAL RULES

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

PARTICIPATING IN THE COINBASE WALLET AVALANCHE EMOJIS STORY CONTEST (THE "CONTEST") CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. BY PARTICIPATING IN THE CONTEST, YOU REPRESENT AND WARRANT YOU MEET THE ELIGIBILITY REQUIREMENTS STATED IN THESE OFFICIAL RULES AND ACKNOWLEDGE THAT FAILURE TO MEET ALL ELIGIBILITY REQUIREMENTS WILL RESULT IN YOUR DISQUALIFICATION. THE SPONSOR/ADVERTISER IS THE SOLE DETERMINER OF CONTEST COMPLIANCE. A COPY OF THESE OFFICIAL RULES WILL BE AVAILABLE FOR THE DURATION OF THE CONTEST AT https://www.coinbase.com/sweepstakes/jun_22_wallet_rules.

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

PARTICIPATION IS LIMITED TO LEGAL RESIDENTS OF COUNTRIES WHERE BOTH THE COINBASE APP AND COINBASE WALLET APP ARE AVAILABLE. (EXCLUDING HAWAII AND QUEBEC). VOID WHERE PROHIBITED.

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



1. Promotion Period: The promotion begins on June 22, 2022 at 12:00 p.m. Pacific Time ("PT"), and ends on July 1, 2022 at 11:59 p.m. PT (the "Promotion Period"). Sponsor's computer systems or that of their designee is the official time-keeping device for the Contest.

2. Eligibility: The Contest is open to users who at time of entry and for the duration of the Entry Period: i) are legal residents of a country where both the Coinbase app and Coinbase Wallet app are available, excluding any countries where prohibited by law or any countries embargoed by

the United States; ii) are age 18 or older; iii) have an existing Twitter account or create a new one; and iv) have an existing Coinbase account and a Coinbase Wallet account or create new ones (collectively referred to hereafter as the “Entrant” or the “Entrants”). Coinbase (the “Sponsor”), Ventura Associates International LLC (the “Administrator”), their parent, affiliates, subsidiaries, promotion agencies and each of their respective directors, officers, employees, and assigns (collectively “Released Parties”) and their immediate family members and/or those living in the same household of each (whether related or not) are not eligible. For purposes of this promotion, the term “family member” is defined as spouse, partner, parent, legal guardian, in-law, grandparent, child, or grandchild.

There is no purchase, transaction, or payment necessary to enter.

3. How to Enter: To qualify for one (1) entry into the contest, an Entrant must do the following:

- i) [Download](#) the Coinbase Wallet app.
- ii) Either import an existing Coinbase Wallet or create a new one.
- iii) [Link](#) your Coinbase Wallet to your Coinbase account.
- iv) Fund your wallet with any amount of AVAX.
- v) Tweet your Wallet Username, the hashtag #CoinbaseWalletAVAXContest, and an original story told only in emojis, utilizing both  and , representing Avalanche and Coinbase Wallet respectively.

The entry should be limited to one hundred forty (140) characters or less. If your story is told in threaded tweets, only the first tweet will be judged and must include all entry criteria (i.e., original emoji story, hashtag, and Coinbase Wallet username).

There is a limit of one (1) entry per person and one prize per household. Multiple accounts may not be used and any entrant using multiple accounts will be disqualified. Only original comments and tweets with stories that meet all entry criteria will be accepted as entries. Retweets of someone else’s story will not be accepted as entries. Use of any automated, robotic or similar methods or agents to participate is prohibited and will result in disqualification. Mechanically reproduced entries will be disqualified along with all entries associated with the disqualified entry or entries. The Sponsor is not responsible for lost, late, garbled, damaged, illegible, incomplete, inaccurate or misdirected entries. All entries submitted become property of the Sponsor and will not be acknowledged. You accept that your Tweet may be shared by third parties in various social media outlets and that neither the Sponsor, Administrator or Twitter is responsible for any reposting or other use of your Tweet by third parties.

RESTRICTIONS ON CONTENT OF ENTRIES: An Entrant must not post, share or otherwise communicate any Tweet which includes the following:

- Any content providing personally identifiable information about yourself or any third parties, such as an address, phone number or any contact information
- Content in violation of third-party right including, but not limited to, copyright, trademark, right of publicity or any other proprietary right
- Content that is libelous, defamatory, disparaging or tortious
- Content that is sexually explicit
- Content referring to lotteries or gambling
- Content including explicit or offensive language
- Content advocating violence
- Content advocating illegal activities
- Content advocating tobacco, alcohol or drugs
- Content advocating dangerous stunts
- Content referring to weapons of any kind including, but not limited to, guns or bombs
- Content that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any basis protected by federal, state, or local law, ordinance, or regulation
- Any content that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the content is created
- Any content that denigrates, disparages or reflects negatively on the Sponsor, the Administrator, its services and products and/or its employees, or on any other person, company, services or product, or that disparages the Sponsor's or Administrator's competitors.

Any Tweet which does not comply with the Content Restrictions shall not constitute a valid entry to the Contest and the Entrant(s) responsible for such Tweet will be automatically disqualified.

If you do not have a Coinbase account, provide required information as requested online at coinbase.com (inclusive of Social Security number) and complete the required ID verification process (upload a valid and current driver's license, passport or state ID and complete a set of identity-verification questions). There is no fee or charge to create an account and become a registered Coinbase user. Normal internet access and usage charges imposed by each Entrant's mobile service provider may apply. By submitting your information and creating an account, you agree to the [Coinbase User Agreement](#) and [Privacy Policy](#). If you do not agree to the User Agreement and Privacy Policy, you cannot create a Coinbase account, and will be ineligible to enter the Contest.

A Wallet account can be obtained for free by going to <https://wallet.coinbase.com/> on an IOS or Android mobile device and clicking the appropriate download link for device type or by downloading Wallet from the Apple App Store or Google Play store. Creating a

Wallet account will require the creation of a username and an email address. Creating an account will require the collection of personal information for identity verification purposes (including a valid and current driver's license or state/photo ID, and tax number. A potential winner who does not create a Coinbase account or is not in good standing, or closed because of failure to meet account requirements will be disqualified. For more on how to create or import an existing Coinbase Wallet account into Wallet please go to <https://www.coinbase.com/wallet/getting-started-mobile>.

Entrants must also have a Twitter account to enter. A Twitter account can be registered for free, at <https://twitter.com>. Data and usage rates may apply to download and use of the Twitter mobile application according to your agreement with your wireless carrier. The time the Twitter entry is received is the time the entry is made available to the Sponsor by the Twitter platform for the purposes of this Contest. Any entries that are hidden or removed by Twitter prior to the winner announcement are void.

Your Twitter account must be set to "public" for the Entry Period and until the winner is announced ("Winner Announcement"). You can "unfollow" @Coinbase and set your Twitter account to "private" at any time after the Winner Announcement. Entries that do not contain #CoinbaseWalletAVAXContest will be void and not be counted as an entry in the contest. Any Tweet that you post or otherwise make available must also comply with the guidelines and content restrictions in these Official Rules (as set forth below). All Entrants are also advised to place the required hashtag prominently at the beginning of the entry Tweet.

4. Account Ownership: The person submitting the entry must be the authorized account holder of said Wallet account and Twitter account, otherwise the entry may be deemed void. You must not Tweet or otherwise share the Wallet Username of any other individual. Any person who shares the Wallet Username of another individual will be automatically disqualified from the Contest. Multiple Entrants must not share the same Twitter account. In the event of a dispute over the identity of a potential winner, the entry will be deemed to have been made by the authorized account holder of the Twitter account used for that entry. The "authorized email address account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. A potential winner may be required to submit identification sufficient to show he/she is the authorized Twitter entry account holder. Proof of submission of entry does not constitute proof of delivery of entry.

5. Prize Judging: Tweets submitted by entrants will be judged according to the following measurable criteria:

- Originality of the Story Being Told (50%)
- Adherence to the Theme (25%)

- Humor (25%)

The entry with the highest percentages will be declared the prize winner(s). The decisions of the judges are final and binding on all matters related to the selection of the winners. In the event there is a tie, the entry which received the highest percentage in Originality of the Story Being Told category will be the winner.

6. Potential Winner Notification: Potential winners (“Potential Winner(s)”) will be contacted via a direct message to the Potential Winner’s Twitter account, by a representative of Sponsor from the Sponsor’s official Twitter account (@Coinbase) (“Prize Notification”), with instructions on how to claim their prize and will be required to respond to such email within forty-eight (48) hours of the date and time email was sent by Sponsor. Potential Winners will be required to complete and return an Affidavit of Eligibility, Release of Liability or any other document needed to validate eligibility (the “Documents”) within five (5) days (including Saturdays, Sundays, and Holidays) of first attempted delivery of the same.

At the sole discretion of the Sponsor, disqualification, forfeiture and the determination of an alternate winner may result from any of the following: i) a Potential Winner’s failure to respond to the Prize Notification within forty-eight (48) hours of its transmission by the Sponsor; ii) the failure of Potential Winner to receive notification due to deactivation of his/her Twitter; iii) a Potential Winner’s failure to become a follower of @Coinbase; iv) a Potential Winner’s Twitter account “protected” or “private” mode is set so his or her updates/responses may not be visible to Sponsor; v) a Potential Winner’s failure to provide the Administrator and/or Sponsor with satisfactory proof of age, identity and residency; vi) a Potential Winner’s failure to validly claim the prize by the deadline set out in the Prize Notification and in these Official Rules; and vii) any other non-compliance with these Official Rules. In the event it is determined that a Winner has not complied with the Official Rules or has failed to execute and return any required documents (including the Winner Verification Documents) within the specified deadline or has made false statements or the Prize Notification is returned as undeliverable, such Winner will be disqualified and will be required to promptly return to Sponsor his/her prize.

Entry and acceptance of prize constitute permission to use winner’s name, prize won, hometown and likeness for online posting and promotional purposes without further compensation, permission or notification, except where prohibited by law.

NOTE: To claim a prize in this Contest, all Potential Winners must have an active Coinbase account, which has been verified by Sponsor, at the time of awarding the prize or such earlier time as specified under Section 3 of these Official Rules. Potential Winners that entered the Contest by mail that do not create a new Coinbase account and do not agree to the Coinbase User Agreement and Privacy Policy within the time specified in their notification email, are ineligible to receive a prize. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY

PRIZE UNLESS AND UNTIL THAT ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH ALL REQUIREMENTS TO CLAIM A PRIZE HAVE BEEN VERIFIED AND FULFILLED, AND THE ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

7. Prizes and Prize Restrictions:

Grand Prize: One (1) winner will receive twenty-five thousand dollars (\$25,000.00) in Avalanche ("AVAX").

First Runner Up: One (1) winner will receive fifteen thousand dollars (\$15,000.00) in AVAX.

Second Runner Up: One (1) winner will receive ten thousands dollars (\$10,000.00) in AVAX.

There are a total of three (3) prizes with a total retail value of approximately fifty thousand dollars (\$50,000.00). The prize will be awarded directly to winner's Coinbase Wallet following winner clearance.

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

DISCLOSURE: The actual value of AVAX is subject to change, it can go up or down and there is a substantial risk that the prize can lose value (possibly all value) as a result of buying, selling, or holding it.

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

If the winner is a Canadian resident, he/she will be required to correctly answer a skill-based test question within a limited time period to be administered in order to receive his/her prize or will be disqualified and an alternate winner may be chosen.

Prizes will be fulfilled within approximately four-to-eight (4-8) weeks of winner verification. Sponsor assumes no responsibility for undeliverable emails or direct messages resulting from any errors or for insufficient space in the user's account to receive an email or direct message. Sponsor reserves the right to modify the notification procedures and applicable deadlines for responding in connection with the selection of any alternate winner. If a prize is legitimately

claimed, it will be awarded. Upon prize forfeiture or inability to use a portion of the prize thereof, no compensation will be given, and Sponsor will have no further obligation to that Entrant.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right, where lawful, to substitute a prize for one (1) of equal or greater value if the designated prize should become unavailable for any reason. Prizes consist of only the items specifically listed as part of the prize. In no event will more than the stated number of prizes be awarded. Winners are solely responsible for any/all applicable federal, state, and local taxes and any other expenses related to the acceptance and use of a prize not specified herein. Prize details not specifically stated in these Official Rules will be determined in Sponsor's sole discretion. Sponsor is not responsible for, and will not replace, any lost, damaged, or stolen prize or prize component or any prize that is undeliverable. Winners acknowledge that Sponsor is subject to U.S. economic restrictions and trade sanctions; as such, Sponsor reserves the right to deny distribution of any prize when required by applicable law. Entrants waive the right to assert as a cost of winning a prize, any costs associated with claiming or seeking to claim a prize, or using a prize.

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

For Winners in the US: Any person receiving at least six hundred dollars (\$600.00) from the Sponsor will receive an IRS Form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS. Each winner is required to notify the Sponsor if any information provided hereunder changes, including the winner's address.

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

For Winners in Spain: Winners will be allowed to revoke Coinbase's use of the winner's name or image in advertising materials.

10. General: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor will not be responsible for lost, late, damaged, misdirected or mutilated mail, misdirected email, or for any technical problems, faulty, lost, garbled, incomplete, incorrect or mistranscribed data transmissions, incorrect announcements of any kind, malfunctions, technical hardware or software failures of any kind including any injury or damage to any person's computer/mobile device related to or resulting from participating in or experiencing any materials in connection with this Contest. Sponsor is not responsible for malfunctions or breakdown of any network systems, unavailable service connections, lost, incomplete, faulty network connectivity of any kind, failures of any service providers, or any combination thereof, which may limit a person's ability to participate in this promotion. Sponsor reserves the right to suspend, cancel or modify the promotion if it cannot be executed as planned for any reason including, but not limited to, if fraud, human error, technical failures, or any other factor impairs the integrity or proper functioning of the promotion; or if a virus, bug or other technical problem corrupts the administration, security, or proper play of the promotion as determined by Sponsor in its sole discretion. If the promotion is so canceled or modified, Sponsor may award prizes from among all eligible Entrants prior to such action and Sponsor shall have no further obligation to any Entrant in connection with this promotion. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control. Sponsor will not be responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prizes.

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

12. LIMITATION OF LIABILITY: TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY AMOUNT GREATER THAN (I) THE HIGHEST VALUE OF ANY PRIZE OFFERED IN THIS PROMOTION; OR (II) ANY LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE PROMOTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SPONSOR OR ADMINISTRATOR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT A FINAL JUDICIAL DETERMINATION IS MADE THAT SUCH DAMAGES WERE THE RESULT OF SPONSOR OR ADMINISTRATOR'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT, OR INTENTIONAL VIOLATION OF LAW.

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

14. Winner List: The confirmed winners will be announced on Sponsor's official Twitter page on or around August 1, 2022. Winners will only be identified with their first name, last initial, city, state/province/county and country.

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

16. No Endorsement. This Contest is in no way sponsored, endorsed or administered by, or associated with Twitter Inc. Any information you provide in connection with the Contest is to the Released Parties and not to Twitter. You understand that by using and interacting with Twitter you are subject to the terms, conditions, and policies that govern the use of that site.

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

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

Appendix 1 - Dispute and Arbitration Terms

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

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

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

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

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

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

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

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

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

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

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

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

1.6. Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (i) all Disputes arising out of or relating to the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (ii) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the

payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (iii) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (iv) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled “Batch Arbitration.” The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction. In any award of damages, the arbitrator shall abide by the “Limitation of Liability” section of these Official Rules (Section 12, above).

1.7. Attorneys’ Fees and Costs. The parties shall bear their own attorneys’ fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Coinbase need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys’ fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Formal Complaint Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys’ fees and costs.

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

All parties agree that Requests are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing

arbitrator to determine the applicability of the Batch Arbitration process (“Administrative Arbitrator”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by Coinbase.

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

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