



## Coinbase User Agreement

This agreement (the “Agreement”) is for customers who reside in the European Economic Area.

In reviewing these terms, you will see that some text is coloured in green. These clauses only apply to the regulated services provided to you by Coinbase Ireland Limited and do not apply to services provided to you by Coinbase Luxembourg S.A.

Coinbase Ireland Limited is regulated by the Central Bank of Ireland (“CBI”).

Coinbase Ireland provides the E-Money Service described in Section 2.1.

- 1 This Agreement is a contract between you and each of:
  - (1) Coinbase Ireland Limited (“Coinbase Ireland”) a private limited company incorporated in Ireland with company number 630350 and whose registered office address is Ground Floor, 45 Mespil Road, Dublin D04 W2F1, Ireland; and
  - (2) Coinbase Luxembourg S.A. (“CB Lux”), a public limited liability company (*société anonyme*) registered with the Luxembourg Trade and Companies Register under register number B292147, with its registered address at 5, Place de la Gare, L-1616, Luxembourg. CB Lux is authorised and regulated as a crypto-asset service provider by the Luxembourg Commission de Surveillance du Secteur Financier (“CSSF”) under the number N00000004, and registered with the Luxembourg Trade and Companies Register under register number B292147, VAT number LU36476644, with its registered address at 5, Place de la Gare, L-1616, Luxembourg.

References in this Agreement to “Coinbase”, “we”, “our”, or “us”, are to Coinbase Ireland and/or CB Lux depending on the services being discussed, and references to “you” or “your” are to the person with whom Coinbase enters into this Agreement.

By signing up to use an account through coinbase.com, or any of our associated websites, application programming interfaces (“**APIs**”), or mobile applications (the “**App**” and collectively, the “**Site**”), you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, including our Communications Policy in **Appendix 2**, our [Cookie Policy](#), our [Prohibited Use Policy](#), and have read and understood our [Privacy Policy](#).

We refer to the E-Money Services, Crypto Asset Services, Additional Services (all defined below), and such other services that may be offered by Coinbase from time to time, collectively, as the “**Coinbase 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). Each of the Coinbase Services is provided by either Coinbase Ireland or CB Lux, as set out in **Section 2** below. “**Crypto Asset**” means any crypto asset (including a virtual currency or virtual commodity) which is a digital representation of value based on (or built on top of) a cryptographic protocol of a computer network, including but not limited to crypto assets which constitute ‘crypto-assets’ for the purposes of Regulation (EU) 2023/1114 on Markets in Crypto-Assets, as amended from time to time (“**MiCA**”); and “**Supported Crypto Asset**” means only those particular Crypto Assets listed as available to trade or custody in your Crypto Asset Wallet. Coinbase Services and supported assets may vary by jurisdiction.

**Amendment of this Agreement:** We will notify you of any material change to the Agreement relating to E-Money Services by email at least two months in advance, where we are required to do so under applicable law. In such circumstances, you will be deemed to have accepted the change if you do not close your Account prior to the date the change takes effect and you continue to use the Coinbase Services.

We may make all other amendments to the Agreement (including in relation to any other Coinbase Services) at any time by posting the revised Agreement (a “**Revised Agreement**”) on the Site or by providing a copy of it to you. The Revised Agreement shall, where lawful, be effective as of the time it is posted on the Site or provided to you (unless we state otherwise) but will not apply retroactively. Your continued use of the Coinbase Services after the posting or provision of a Revised Agreement constitutes your acceptance of such Revised Agreement. 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 on the Site at all times.

Dispute Resolution: PLEASE BE AWARE THAT SECTION 10 (CUSTOMER FEEDBACK, QUERIES, COMPLAINTS, AND DISPUTE RESOLUTION) OF THIS AGREEMENT CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND COINBASE. PLEASE READ SECTION 10 CAREFULLY.

**IMPORTANT NOTE:** *You should be aware that the risk of loss in trading or holding Crypto Assets can be substantial. As with any asset, the value of Crypto Assets can increase or decrease, and there can be a substantial risk that you lose money buying, selling, holding, or investing in Crypto Assets.*

*You should not trade or invest Crypto Assets or money that you cannot afford to lose. It is important that you fully understand the risks involved before deciding to trade with us in light of your financial resources, level of experience, and risk appetite.*

*The actual returns and losses experienced by you will vary depending on many factors, including, but not limited to, market behaviour, market movement and your trade size.*

*The value of your Crypto Assets may go up or down, and past performance is not a guide to future performance.*

*Further information about risks associated with transactions in Crypto Assets is available at: <https://www.coinbase.com/legal/eea/risk-statement>.*

*The Crypto Asset Services and Additional Services are not within scope of the jurisdiction of the Irish Financial Services and Pensions Ombudsman ("FSPO"), and your Crypto Assets and E-Money are not subject to protection under the Irish Deposit Guarantee Scheme, Investor Compensation Scheme, the Luxembourg Deposit Guarantee Scheme, or Investor Compensation Scheme (or any other, similar financial compensation scheme).*

*You should consult your financial advisor, legal, or tax professional regarding your specific situation and financial condition and carefully consider whether trading or holding Crypto Assets is suitable for you.*

*Coinbase Ireland issues the E-Money in your E-Money Wallet (each term hereinafter defined). Instead of being covered by the Irish Deposit Guarantee Scheme or Investor Compensation Scheme, your E-Money is safeguarded by Coinbase Ireland – a regulatory requirement for all EMIs. Unlike a bank, E-Money balances must be segregated from all other cash balances of the EMI and can't be used for the EMI's own purposes or loaned to other customers. In the unlikely event Coinbase Ireland ceases trading, the value of*

*your E-Money will be available to you, and the process for distributing these safeguarded funds may take longer than a claim under the Investor Compensation Scheme.*

**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. There are certain Coinbase Services or features which may or may not be available to you depending on your location and other criteria.

**2. SERVICES.**

**2.1 E-Money Services.**

The following services (the “**E-Money Services**”) may be provided to you by Coinbase Ireland:

- (3) a digital wallet (“**E-Money Wallet**”) enabling you to store electronic money issued by Coinbase Ireland, which is denominated in fiat currency (“**E-Money**”); and
- (4) certain payment services enabling you to send and receive E-Money (as set out below).

The E-Money Services are regulated by the CBI. Coinbase Ireland is an electronic money institution (“**EMI**”) authorised and regulated by the CBI with register number C188493 and listed on the CBI’s Register which is available at <http://registers.centralbank.ie/>. Access to E-Money Services is not automatic and is only provided where Coinbase Ireland decides in its sole discretion to provide them.

As an Additional Service, Coinbase may provide you with a Coinbase Visa Debit Card (see **Section 1 of Appendix 3** below).

**2.2 Crypto Asset Services.**

2 The following services (the “**Crypto Asset Services**”) may be provided to you by CB Lux:

- (1) one or more hosted wallets enabling you to store, track, transfer, and manage Supported Crypto Assets (the “**Crypto Asset Wallets**”, with the custody and administration of these Crypto Asset Wallets constituting “**Crypto Asset Custody Service**”);
- (2) a Crypto Asset exchange service enabling you to obtain information for your purchases and sales of Supported Crypto Assets and (subject to certain restrictions) carry out any such purchases or sales on or through the Site (the “**Crypto Asset Trading Service**”); and

- (3) services enabling you to transfer Supported Crypto Assets to and from your Crypto Assets Wallet to other Coinbase users and third-party wallet addresses (“**Crypto Assets Transfer Service**”).

The Crypto Asset Services are regulated by the CSSF. CB Lux is a crypto-asset service provider (“**CASP**”) authorised and regulated by the CSSF with register number N000000004 and listed on the CSSF’s Register which is available at <https://edesk.apps.cssf.lu/search-entities/search>. Access to Crypto Asset Services is not automatic and is only provided where CB Lux decides in its sole discretion to provide them.

### 2.3 Additional Coinbase Services.

In addition to the core services (i.e. the E-Money Services and the Crypto Asset Services), additional services (“**Additional Services**”) may be made available by CB Lux, Coinbase Ireland, or another member of the Coinbase Group (as defined at **Section 2.6** below), to users that fulfil certain eligibility criteria, including, without limitation, the Additional Services described in **Appendix 3**. You may also elect to hold Supported Crypto Assets in “**Coinbase Vault**” as further described in **Section 5.27**. Unless otherwise noted, all references to Crypto Asset Wallet include Coinbase Vault.

- 2.4 **Several Liability.** You agree that the liability of each of Coinbase Ireland and CB Lux under this Agreement is several and not joint, and each of Coinbase Ireland and CB Lux shall be liable only for their own respective obligations under this Agreement, and any breaches by them of those obligations. This means that each of them are responsible to you for their own breaches of this Agreement, and not for each other’s breaches.
- 2.5 **Fees.** You agree to be responsible for the payment of and pay all fees. Fees for Coinbase Services, as amended from time to time, can be found on the Site at the ‘[Pricing and Fees Disclosures](#)’ page, which shall form part of this Agreement, and for certain Additional Services as set forth in **Appendix 3**.
- 2.6 **Coinbase Group.** In this Agreement, “**Coinbase Group**” means CB Lux and its corporate affiliates, including Coinbase, Inc., a Delaware corporation, which provide Crypto Asset services where permissible under applicable law. Excluded from this definition are all corporate affiliates that solely provide electronic money services, including, but not limited to, Coinbase Ireland.

### 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**”), which includes the Crypto Asset Wallet(s) and the E-Money Wallet, by providing your details, including your name, email address and a password, completing certain verification procedures, and accepting the terms of this Agreement. By using a Coinbase Account, you agree and represent that you will use the Coinbase Services only for yourself, and not on behalf of any third party, unless you have obtained prior approval from Coinbase in accordance with **Section 3.2 and 4.10** of this Agreement. You are fully responsible for all activity that occurs under your Coinbase Account. We may, in our sole discretion, refuse to open a Coinbase Account for you, or suspend or terminate any Coinbase Accounts (including but not limited to duplicate accounts), or suspend or terminate the trading of specific Crypto Assets in your Coinbase Account or the sending of Crypto Assets from your Coinbase Account. Please see **Section 7** below for more information.

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 **Access, Processing, and Storage of your Personal Data & Identity Verification.** You agree to provide us with the information and documents we request (which we may request during registration for your Coinbase Account or at any time deemed necessary) for the purposes of identity verification, providing the Coinbase Services to you (including the establishment of applicable limits), and the detection of money laundering, terrorist financing, fraud, or any other financial crime, including as set out in **Appendix 1 (Verification Procedures and Limits)** and permit us to keep a record of such information.

The information we 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), 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**”, where Coinbase may request that you submit additional information and documents 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 and documents 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 or documents 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. We keep records of such information and documents in accordance with applicable law. We will treat this information in accordance with **Section 11** (*Data Protection*).

**We may 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, your information, including personal information such as name, address, date and place of birth, nationality, etc., may be disclosed to credit reference and fraud prevention or financial crime agencies (as further detailed in the Privacy Policy) and that these agencies may respond to our enquiries in full. For professional secrecy purposes you hereby consent to such disclosures. 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. In accordance with our [Privacy Policy](#), 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 programmes, legal process, or governmental request. Further, please note that your mobile network operator may disclose your information to Coinbase, its service providers, and other third parties (including governmental authorities) for fraud prevention and other purposes in accordance with its privacy policies.

#### 4. E-MONEY SERVICES

4.1 **Loading.** You can load funds into your E-Money Wallet using bank transfer (or other payment methods available on the Site for your location), and your E-Money Wallet will show loaded funds once we have received them. Loading of funds may be done manually, or as part of a recurring transaction that you set up on your Coinbase Account (see **Section 5.16** below for more details). You may only load your own funds, from your own account, and not from any joint, pooled or third-party account. When funds are loaded into the E-Money Wallet you will be issued with E-Money by Coinbase Ireland that represents the funds you have loaded. The E-Money Wallet is not a deposit or investment account which means that your E-Money will not be protected by the Deposit Guarantee Scheme or the Investor Compensation Scheme. Coinbase Ireland will only hold funds received from users in a designated safekeeping account with a regulated financial institution. Notwithstanding the foregoing, user-initiated withdrawal and deposit transactions may cause fiat funds to be temporarily held by affiliates of Coinbase Ireland who support Coinbase Ireland in its provision of services, and who also hold fiat funds in regulated financial institutions. E-Money held in an E-Money Wallet will not earn any interest. Your E-Money Wallet may hold E-Money denominated in different currencies and we will show the E-Money balance for each currency that you hold.

4.2 **Purchase or Sale of Crypto Assets.** You may purchase Supported Crypto Assets by using E-Money credited to your E-Money Wallet. To carry out a Crypto Asset Transaction using E-Money, you must follow the relevant instructions on the Site and you authorise us to debit E-Money from your E-Money Wallet when making a purchase of Supported Crypto Assets using E-Money. For a purchase of Supported Crypto Assets, E-Money will usually be debited on the business day we receive your instructions (subject to **Section 4.3**). Although we will attempt to deliver Supported Crypto Assets to you as promptly as possible, E-Money may be debited from your E-Money Wallet before Supported Crypto Assets are delivered to your Crypto Asset Wallet. Please see **Section 5** of this Agreement, for the terms on which we provide Crypto Asset Services to you.



You may sell Supported Crypto Assets in exchange for E-Money or send Supported Crypto Assets off the Coinbase Platform as soon as funds for the purchase of the Supported Crypto Asset have settled to Coinbase, which in the case of E-Money is usually one business day after we receive your instructions. You authorise us to debit your Crypto Asset Wallet and credit your E-Money Wallet with the relevant amount of E-Money.

- 4.3 **Receipt of Instructions.** If we receive instructions from you to purchase Supported Crypto Assets using E-Money on a non-business day or after 4:30 pm (Dublin time) on a business day, we may treat the instructions to use your E-Money as if they were received by us on the following business day.
- 4.4 **Revocation.** When you give us instructions to carry out a Crypto Asset Transaction using E-Money, you cannot withdraw your consent to the use of your E-Money for the Crypto Asset Transaction unless the E-Money is not due to be redeemed for the Crypto Asset Transaction until an agreed date in the future e.g. if you have set up Future Transactions (see **Section 5.16** below for more details). In the case of a Future Transaction, you may withdraw your consent for the use of your E-Money up until the end of the business day before the date that the Future Transaction is due to take place. To withdraw your consent to a Future Transaction, follow the instructions on the Site.
- 4.5 **Unsuccessful Payments.** If a payment to load funds into your E-Money Wallet is not successful, you authorise Coinbase Ireland, in its sole discretion, either to cancel any related Crypto Asset Transactions or to debit your other payment methods, including Coinbase balances or other linked accounts, in any amount necessary to complete the Crypto Asset Transactions in question. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, or similar fees charged by your payment provider.
- 4.6 **Account Information.** You will be able to see your E-Money Wallet balance and your transaction history including Card Transactions using the Site, including (i) the amount (and currency) of each Supported Crypto Asset 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 Supported Crypto Asset purchase (as appropriate).
- 4.7 **Redeeming E-Money.** You may redeem all or part of any E-Money held in your E-Money Wallet at any time by selecting the relevant option in the Site and following the instructions. Unless agreed otherwise, funds will be transferred to the bank account you have registered with us. If this

Agreement is terminated, we will redeem any E-Money remaining in your E-Money Wallet and attempt to transfer funds to the bank account you have registered with us. Prior to redeeming E-Money from your E-Money Wallet, we may conduct checks for the purposes of preventing fraud, money laundering, terrorist financing and other financial crimes, and as required by applicable law. This may mean you are prevented or delayed from withdrawing E-Money until those checks are completed to our reasonable satisfaction in order to comply with our regulatory requirements.

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

If you believe that a transaction using your E-Money Wallet has been carried out that you did not authorise (an “**Unauthorised Transaction**”), or if you have reason to believe that a transaction using your E-Money Wallet has been incorrectly carried out or is not complete (an “**Incorrect Transaction**”), you must contact us as soon as possible via our help page at <https://help.coinbase.com>, and in any case no later than 13 months after the Unauthorised Transaction or Incorrect Transaction occurred.

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

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

If you have a Card, Card Transactions will also be governed by **Appendix 3, Section 1**.

- 4.9 **Refund Rights.**

(A) Unauthorised Transactions -E-Money Wallet.

If an Unauthorised Transaction or Incorrect Transaction occurs in your E-Money 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 or Incorrect Transaction and restore your E-Money Wallet to the state it would have been in had the Unauthorised Transaction or Incorrect 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 EUR 50 of any losses you incur in respect of an Unauthorised Transaction in your E-Money 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 E-Money 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 EUR 50.

Where there is a dispute between us and you regarding whether or not a transaction is an Unauthorised Transaction, we may (but are not obliged to) temporarily credit your E-Money Wallet whilst we settle the dispute. Where we determine that the transaction was in fact authorised, we may reverse any credit provided and correct errors made in any statement relating to the E-Money Wallet without prior notice to you, although please note that during this period your E-Money Wallet may be temporarily locked to avoid further Unauthorised Transactions. You will also be liable to us (as a debt) for any E-Money you have transferred which was temporarily credited to your E-Money Wallet.

**(B) Incorrect Transactions -E-Money Wallet.**

Where an Incorrect Transaction is made in your E-Money 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 E-Money Wallet to the state in which it would have been had the Incorrect Transaction not taken place. We will also endeavour to provide you with reasonable notice where possible. We will also pay any charges for which we are responsible, and for any interest which you can show that you have had to pay as a consequence of any Incorrect Transaction. Irrespective of our liability, on your request, we shall try to trace any Incorrect Transaction initiated by you free of charge. However, we cannot guarantee that we will be able to trace such transactions.

4.10 **Appointment of Regulated Third Parties.** You may, as set out in **Section 3.2**, appoint appropriately licensed third parties to access your E-Money 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 E-Money Wallet. You will be liable for any actions that any Regulated Third Parties take on your Coinbase Account, as further set out in **Section 3.2** above. We reserve the right to refuse access to any Regulated Third Parties, as set out in **Section 4.11** below.

4.11 **Refusing to deal with Regulated Third Parties.** We may refuse access to Regulated Third Parties for objectively justified and duly evidenced reasons relating to unauthorised or fraudulent access to your E-Money 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 you provide your explicit consent to us providing the E-Money Services to you. You can withdraw this consent at any time by closing your Coinbase Account.

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

4.13 **Financial Services and Pensions Ombudsman.** If you have a complaint relating to the E-Money Services provided to you by Coinbase Ireland, and that complaint cannot be resolved through the dispute process set out in **Section 10.2**, you may then be able to take unresolved complaints to the FSPO. You agree that you will not raise a complaint with the FSPO until the dispute process set out in **Section 10.2** has been completed. You can find further information about the FSPO and the types of complainants eligible to submit matters to the FSPO using the following details:

**Address:** Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02VH29  
**Telephone:** +353 1 567 7000  
**Email:** [info@fspoi.ie](mailto:info@fspoi.ie)  
**Website:** <http://www.fspoi.ie/>

4.14 **Payment Services Partners.** Coinbase may use a third party payment processor to process any payment between you and Coinbase, including but not limited to payments in relation to your use of

the [Crypto Asset Transactions or deposits or withdrawals from your E-Money Wallet or Coinbase Account](#).

**5. CRYPTO ASSET SERVICES.**

**5.1 In General.** CB Lux provides the following Crypto Asset Services as set out at **Section 2.2**: (i) Crypto Asset Custody Services; (ii) Crypto Asset Trading Services; and (iii) Crypto Asset Transfer Services. Further detail on each of the Crypto Asset Services are set out in this **Section 5**.

**5.2 Supported Crypto Assets.** Our Crypto Asset Services are available only in connection with Supported Crypto Assets. Where required by applicable law or otherwise at our discretion, we will make available a hyperlink to whitepapers relating to Supported Crypto Assets, provided such a whitepaper has been published. Coinbase will not be responsible for publishing, or for the contents, of any such whitepaper. All such hyperlinks can be found on the Site. Crypto Assets are issued and offered to the public by various third parties and not by Coinbase, unless we explicitly state otherwise. As such, a Supported Crypto Asset being available on the Site merely means that Coinbase has made the Crypto Asset available for the purposes of offering Crypto Asset Services; it does not mean that Coinbase is the party that is offering such Crypto Asset itself to the public.

Where required by applicable law, or otherwise at our discretion, we will provide information on the sustainability factors of Supported Crypto Assets. All such sustainability information can be found on the Site.

**Under no circumstances should you attempt to use your Crypto Asset Wallet to store, send, request, or receive Crypto Assets in any form that we do not support. We assume no responsibility or liability in connection with any attempt to use your Crypto Asset Wallet for Crypto Assets that we do not support or with regard to a Supported Crypto Asset sent to an incompatible Crypto Asset wallet address. All such erroneously transmitted Crypto Assets will be lost. 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 Crypto Asset to a wallet associated with your Coinbase Account, then you will lose that Crypto Asset.** For some lost Crypto 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 authorise the recovery attempt. For more information, see our “Pricing and Fees Disclosures Page” on the Site. 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 and that Coinbase is not providing Crypto Asset Custody Services in respect of any recovered Crypto Assets.

By initiating an Inbound Transfer (as defined below), you attest that you are transacting in a Supported Crypto Asset that conforms to the particular wallet address to which funds are directed. For example:

- (4) If you select an Ethereum wallet address to receive funds, you attest that you are initiating an Inbound Transfer of Ethereum alone, and not any other Crypto Asset such as Bitcoin or Ethereum Classic.
- (5) If you select a Bitcoin wallet address to receive funds, you attest that you are initiating an Inbound Transfer of Bitcoin alone, and not any other Crypto Asset such as Bitcoin Cash or Ethereum.

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

5.3 **Ending support of a Crypto Asset.** Coinbase may in its sole discretion terminate support for any Crypto Asset. Coinbase will to the extent required by applicable law provide you with the minimum period of advance notice 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 Crypto Assets off the Coinbase Platform during this time, Coinbase reserves the right to withdraw such Crypto Assets from your account and credit your Coinbase Account with the market value of a Supported Crypto Asset or a fiat currency (which denomination will be selected in our reasonable discretion).

5.4 **Supplemental Protocols Excluded.** Unless specifically announced on the Site, or otherwise as set forth in this Agreement, Supported Crypto Assets excludes all other protocols and/or functionality which supplement or interact with the Supported Crypto Asset. 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 Crypto Asset (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 such items will result in loss of the item.

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

- 5.5 If you are a user that resides in France and using the Coinbase Services to withdraw or transfer Crypto Assets to an external Crypto Asset wallet, you represent and warrant that you are the beneficial owner of the external Crypto Asset wallet, and that any subsequent use of the external Crypto Asset wallet of which you are the beneficial owner will not be used for actions and operations prohibited by regulations relating to the fight against money laundering and the financing of terrorism, international economic sanctions and embargoes.

#### Crypto Asset Trading Services

- 5.6 **Crypto Asset Transactions.** Coinbase enables the purchase and sale of Supported Crypto Assets. The Crypto Asset Trading Service enables you to buy Supported Crypto Assets on the Site using:

- (A) E-Money from your E-Money Wallet held with Coinbase Ireland;
- (B) Central bank issued currency (such as EUR or GBP) supported by Coinbase; and/or
- (C) Other types of Supported Crypto Assets in your Crypto Asset Wallet.

Conversely, when you sell Supported Crypto Assets on the Coinbase Platform, you may elect to receive:

- (D) E-Money into your E-Money Wallet held with Coinbase Ireland;
- (E) Central bank issued currency (such as EUR or GBP) supported by Coinbase; and/or
- (F) Other types of Supported Crypto Assets in your Crypto Asset Wallet.

The transactions described in this **Section 5.6** are referred to in this Agreement as “**Crypto Asset Transactions**”.

- 5.7 **Fiat Currency Transactions (not using your E-Money Wallet).** You may purchase Supported Crypto Assets by linking a valid payment method to your Crypto Asset Wallet. You authorise us to debit funds using your selected payment method(s) to complete your purchase.

Although we will attempt to deliver Supported Crypto Assets to you as promptly as possible, funds may be debited from your selected payment method before the status of your Crypto Asset Transaction is shown as complete, and the Supported Crypto Asset is delivered to your Crypto Asset Wallet. Any funds received by Coinbase in respect of such transactions will be received by us as payment for the relevant Supported Crypto Asset and will not be held as client funds on your behalf. You may sell Supported Crypto Assets in exchange for fiat currency (such as EUR or GBP) supported by Coinbase. In such circumstances, you authorise us to debit your Crypto Asset 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. The fiat currency aspect of any purchase of Crypto Assets will always be handled by Coinbase Ireland, in accordance with the applicable parts of Section 4 above.

- 5.8 **Transaction Fulfilment.** We will make reasonable efforts to fulfil all purchases of Supported Crypto Assets, 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).
- 5.9 **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.
- 5.10 **Conversion Fees.** Each purchase or sale of Supported Crypto Assets is subject to a fee (a “**Conversion Fee**”) and, if applicable based on the service, a spread. 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 CB Lux’s fees and the way fees are calculated can be found on our [‘Pricing and Fees Disclosures’](#) page on the Site.
- 5.11 **Exchange Rates.** Each purchase or sale of Supported Crypto Assets is also subject to the Exchange Rate for the given transaction. The “Exchange Rate” means the price of a given Supported Crypto Asset 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 Supported Crypto Assets, 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 CB



Lux's Exchange Rates on our '[Pricing and Fees Disclosures](#)' page on the Site and in our Order Execution Policy. 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 Supported Crypto Assets on the open market at any particular price or time.

- 5.12 **Best Execution.** To the extent we owe the duty to achieve the best possible result when executing your orders, we will comply with our Order Execution Policy when executing orders on your behalf or when placing orders with, or passing orders to, other entities for execution. The current version of our Order Execution Policy is available [here](#), and we may amend or update the Order Execution Policy from time to time by notifying you on the Site or by otherwise providing a copy of the amended or updated policy to you. You confirm that you acknowledge and accept, and agree to be bound by, the provisions of the Order Execution Policy, as amended or updated from time to time, to the extent applicable.

- 5.13 **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 E-Money Wallet and/or Crypto Asset 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 any and all Coinbase Services until such insufficient payment is addressed.

- 5.14 **Execution of orders outside of a trading platform.** In accordance with MiCA, we are required to obtain your consent to execute orders outside of a trading platform (as defined in MiCA). This may be the case if we were to execute an order on a non-EEA exchange or on an over-the-counter (OTC) basis. Accordingly, you hereby consent that we may execute orders on your behalf to trade Crypto Assets outside of any trading platform.

- 5.15 **USDC and EURC Wallets.**

(A) **USDC Wallets.** Where available, you may elect to buy USDC ("USDC") from Coinbase, a Crypto Asset issued by Circle Internet Financial Europe SAS ("Circle") and supported by

Coinbase. You are the owner of the balance of your “**USDC Wallet**” (i.e. the Crypto Asset Wallet provided to you by CB Lux to hold USDC and through which Crypto Asset Transactions in USDC can be carried out). Coinbase is not the issuer of USDC, does not hold reserves for USDC, 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 White Paper (located at <https://www.circle.com/legal/mica-usdc-whitepaper>), which provides additional obligations, undertakings, and limitations with respect to USDC.

- (B) **EURC Wallets.** Where available, you may elect to buy EURC (“**EURC**”) from Coinbase, a Crypto Asset issued by Circle and supported by Coinbase. You are the owner of the balance of your “**EURC Wallet**” (i.e. the Crypto Asset Wallet provided to you by CB Lux to hold EURC and through which Crypto Asset Transactions in EURC can be carried out). Coinbase is not the issuer of EURC, does not hold reserves for EURC, and has no obligation to repurchase your EURC for EUR. You can redeem your EURC with Circle, and Coinbase may also elect to repurchase your EURC in exchange for EUR. You agree to be bound by the terms of the Circle EURC White Paper (located at <https://www.circle.com/legal/mica-eurc-whitepaper>), which provides additional obligations, undertakings, and limitations with respect to EURC.

- 5.16 **Recurring Crypto Asset Transactions.** If you set up a recurring purchase of a Supported Crypto Asset (a “**Future Transaction**”), you authorise us to initiate recurring electronic payments in accordance with your selected Crypto Asset Transaction and any corresponding payment accounts, such as direct debits from, or credits to, your linked bank account. This authorisation will remain in full force and effect until you change your Future Transaction settings at <https://www.coinbase.com/transactions> or otherwise on the Coinbase Site. 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 Crypto Asset 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. You agree to notify Coinbase in writing of any changes in your linked bank account information prior to a Future Transaction.

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

### **Crypto Asset Transfer Services**

**5.17 Sending and Receiving Crypto Assets.** Your Crypto Asset Wallet enables you to send Supported Crypto Assets to, and request, receive, and store Supported Crypto Assets from, other users or third parties outside the Coinbase Platform (collectively, “**Crypto Asset Transfers**”), by giving instructions through the Site. We only provide our Crypto Asset Transfer Service in relation to certain networks on which such Supported Crypto Assets run and reserve the right to add to or remove the set of networks for which our Crypto Asset Transfer Service is provided at any time. We only process Crypto Asset Transfers when submitted and/or received through the Coinbase network through our Site, in accordance with the instructions set out in this Agreement.

**5.18 Requesting a Crypto Asset Transfer.** You can send or receive Supported Crypto Assets both to other Coinbase users and to third-parties within your Coinbase Account.

(A) **Send:** You can initiate a Crypto Asset Transfer by selecting the “Send” transfer type from within your Coinbase Account. You can then select the amount and designate the relevant external address to which the Supported Crypto Assets should be transferred. You can use this method when withdrawing Supported Crypto Assets from your own Coinbase Account, or when sending Supported Crypto Assets to another person.

(B) **Receive:** You can ask to receive a Crypto Asset Transfer by selecting the “Receive” transfer type for the relevant Supported Crypto Assets from within your Coinbase Account. You will be provided with your deposit wallet address (a blockchain address) to which the Supported Crypto Assets can be received.

For Send transfers, you will be asked for your consent to the Crypto Asset Transfer and to authenticate/verify.

Once you have submitted your request, we will process Crypto Asset Transfers 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.

Once you give us instructions to carry out a Crypto Asset Transfer, you cannot later withdraw your consent to the Crypto Asset Transfer.

We recommend customers send a small amount of Supported Crypto Assets as a test when sending to users or third parties outside the Coinbase Platform, before sending a significant amount of Supported Crypto Assets outside the Coinbase Platform. You may not be able to send Supported Crypto Assets off the Coinbase Platform until the funds for the purchase of the Supported Crypto Asset have settled to Coinbase.

Crypto Asset Transfers cannot be reversed once they have been broadcast to the relevant Crypto Asset network. If you initiate a Crypto Asset Transfer by entering the recipient's email address or mobile phone number 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 Supported Crypto Asset to your Crypto Asset Wallet.

We may charge network fees or processing fees to process a Crypto Asset Transfer on your behalf. We will calculate the fees at our discretion, although we will always notify you of the fees at (or before) the time you authorise the Crypto Asset Transfer. Fees for each individual transfer will be disclosed to you at the time of purchase on the checkout page. When you or a third party sends Crypto Assets to a Crypto Asset Wallet from an external wallet not hosted on Coinbase (an **"Inbound Transfer"**), the person initiating the transaction is solely responsible for executing the transaction properly, which may include, among other things, payment of network fees in order for the transaction to be completed successfully and ensuring that the Crypto Asset being sent is a Supported Crypto Asset that conforms to the particular wallet address to which funds are directed, including any additional address feature(s) for identifying a transaction recipient beyond a wallet address to the extent required by Coinbase or the Supported Crypto Assets protocol to credit the Inbound Transfer to your Coinbase Account (e.g., a **"Destination Tag/Memo"**). Non-payment of network fees may cause your transaction to remain in a pending state outside of CB Lux'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 Crypto Asset network, a Crypto Asset Transfer will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Crypto Asset network. A Crypto Asset Transfer is not complete while it is in a pending state. Crypto Assets associated with Crypto Asset Transfers that are in a pending state will be designated accordingly and will not be included in your Crypto Asset Wallet balance or be available to conduct Crypto Asset Transfers until confirmed by the network.

We may also refuse to process or cancel any pending Crypto Asset Transfer 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. We may also refuse to process a pending Crypto Asset Transfer if Coinbase does not support the underlying transfer type or transfer mechanism.

- 5.19 Crypto Asset Transfer Timing.** We receive your instruction or consent for a Crypto Asset Transfer as soon as your request is submitted or received by us, and enters the Coinbase network.

We will always endeavour to process the Crypto Asset Transfer promptly, however, processing times may differ for different Crypto Assets based on the asset type and underlying blockchain network. We will notify you of when we expect your Crypto Asset Transfer to be processed and completed through the Site.

- 5.20 Crypto Asset Transfer Information.** When you submit an instruction for a Crypto Asset Transfer, we will provide you with certain information before and after the execution of the Crypto Asset Transfer (to the extent required by applicable law and regulation). This information will be provided through the Site and free of charge, in English (or otherwise as required by applicable law and regulation).

- 5.21 Crypto Asset Transfer Liability.** Where an instruction or consent for a Crypto Asset Transfer of a Supported Crypto Asset is initiated or authorised from your Coinbase Account, we will assume that you initiated or consented to such Crypto Asset Transfer, unless you notify us otherwise.

If you believe that any Crypto Asset Transfer has been carried out that you did not authorise (an “**Unauthorised Transfer**”), or if you have reason to believe that a transaction using your Crypto Assets Wallet has been incorrectly carried out or is not complete (an “**Incorrect Transfer**”), you must contact us as soon as possible via our [Help](#) page.

It is important that you regularly check your Crypto Assets Wallet balance and your transfer history to ensure any Unauthorised Transfers or Incorrect Transfers are identified and notified to us at the earliest possible opportunity.

We are not responsible for any loss that you may sustain resulting from Unauthorised Transfers or Incorrect Transfers unless: (i) you have notified us of the same within five (5) business days of when the loss was suffered; and (ii) the loss is attributable to Coinbase’s gross negligence, fraud, or wilful misconduct. Any Coinbase liability is subject to **Section 8** of this Agreement.

For the avoidance of doubt, we are not responsible for any loss that you may sustain if you have been fraudulent or negligent, including where: (i) you have carried out any Crypto Asset Transfer on the instructions of a third party (or have allowed a third party to remotely access or share your computer while logged on to your Coinbase Account); or (ii) your login credentials or API key were compromised.

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

**5.22 Crypto Asset Storage & Transmission Delays.** The Coinbase Group securely stores Crypto Asset private keys, in a combination of online and offline storage. Our security protocols may delay the initiation or crediting of a Crypto Asset Transfer.

**5.23 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 or transfer to, any third party (including other users of the Crypto Asset 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 Crypto Assets transferred using the Crypto Asset Services, or if you have a dispute with such third party, you should resolve the dispute directly with that third party.

In particular, we will not, and have no obligation to, make any refund to you in relation to Crypto Assets you have purchased from any 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](mailto:trust@coinbase.com) so that we may consider what action to take, if any.

## **Crypto Asset Custody**

**5.24 Crypto Asset Wallet.** The Crypto Asset Wallet allows you to store your Crypto Assets with CB Lux. CB Lux has a custody policy (the “**Custody Policy**”) which sets out CB Lux’s approach to Crypto Asset Custody Services. *In summary and as set out in 5.25 through 5.30, the Custody Policy provides:*

**5.25 Segregation of Assets:** CB Lux segregates your Crypto Assets from our own through operational and legal segregation, ensuring client assets are clearly identified and protected in the event of insolvency. To the extent CB Lux’s own Crypto Assets are held in the Crypto Asset Wallet for

operational purposes, CB Lux subrogates its rights over such Crypto Assets until CB Lux client entitlements are satisfied, and CB Lux retains the right to reclaim the remainder of the Crypto Assets after satisfying client entitlements.

- (A) **Recordkeeping:** CB Lux maintains books and records to distinguish your Crypto Assets from our own, ensuring accurate registration, recording of legal title, and compliance with regulatory recordkeeping requirements.
- (B) **Use of Coinbase, Inc. infrastructure:** CB Lux will make use of certain infrastructure provided by Coinbase, Inc. to facilitate your transfers and trading. Coinbase, Inc. will not provide any custodial services to you as part of these arrangements, which are without prejudice to our custodial obligations to you under applicable law and regulation in relation to Crypto Assets which we are holding in custody for you.
- (C) **Limitation of Loss:** CB Lux implements controls to reduce the likelihood of loss due to fraud, cyber threats, or negligence.
- (D) **Returning Cryptoassets:** CB Lux has procedures in place to return your Crypto Assets or access means promptly, both during normal operations and in wind-down scenarios.

5.26 *Fungibility of Certain Crypto Assets.* You acknowledge and agree that Coinbase may hold Supported Crypto Assets in your Crypto Asset 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 Crypto Assets in your Crypto Asset Wallets, Coinbase may transfer such Crypto Assets off the primary blockchain protocol and hold such Crypto Assets 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 Crypto Assets 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 Crypto Assets is wrapped or (b) the blockchain protocol on which any form of such Crypto Asset is stored. For the avoidance of doubt, Supported Crypto Assets in your Crypto Asset Wallet are held in custody for you and subject to our Custody Policy, regardless of which blockchain protocol they are recorded on.

5.27 *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 Supported Crypto Assets. 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](https://help.coinbase.com/customer/en/portal/articles/2877996-vaults-faq?b_id=13521).

- 5.28 *Operation of Crypto Asset Protocols.* Coinbase does not own or control the underlying software protocols which govern the operation of Crypto Assets. 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 do not guarantee the functionality or security of network operations. You acknowledge and accept the risk that underlying software protocols relating to any Crypto Asset you store in your Crypto Asset Wallet may change.**

In particular, the underlying protocols are likely to be subject to sudden changes in operating rules (including “forks”). Any such operating changes may materially affect the availability, value, functionality, the name of the Crypto Asset you store in your Crypto Asset Wallet and/or require a response from you. Coinbase does not control the timing and features of these 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 Crypto Asset using your Coinbase Account. In the event of any such operational change, Coinbase reserves the right to take such steps as may be necessary to protect the security and safety of assets held on the Coinbase Platform, including, without limitation, temporarily suspending operations for the involved Crypto Asset(s), 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 Crypto Asset, fork, or other actions.

**You acknowledge and accept the risks of operating changes to Crypto Asset 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 Crypto Assets or protocols. You further acknowledge and accept that Coinbase has no responsibility to support new Crypto Asset forks or operating changes for Crypto Assets, and you are not entitled to any Crypto Assets or rights created on the basis of any such changes or events.**



5.29 *Crypto Asset Title.* All Supported Crypto Assets held in your Crypto Asset Wallet are assets held by CB Lux for your benefit on a custodial basis. Among other things, this means:

- (A) Title to Supported Crypto Assets shall at all times remain with you and shall not transfer to any company in the Coinbase Group. As the owner of Supported Crypto Assets in your Crypto Asset Wallet, you shall bear all risk of loss resulting in fluctuation of the fiat currency value of such Supported Crypto Assets. No company within the Coinbase Group shall have any liability for fluctuations in the fiat currency value of Supported Crypto Assets held in your Crypto Asset Wallet.
- (B) Unless otherwise agreed with us, none of the Supported Crypto Assets in your Crypto Asset Wallet are the property of, or shall or may be loaned to, Coinbase; Coinbase does not represent or treat assets in a user's Crypto Asset Wallets as belonging to Coinbase. Coinbase may not grant a security interest in the Supported Crypto Assets held in your Crypto Asset Wallet. Except as required by a court order, or except as provided herein, Coinbase will not sell, transfer, loan, hypothecate, or otherwise alienate Crypto Assets in your Crypto Asset Wallet unless instructed by you or compelled by a local or foreign court or other authority to do so.
- (C) You control the Supported Crypto Assets held in your Crypto Asset Wallet. At any time, subject to outages, downtime, protocol requirements, time to conduct blockchain operations to fulfil your request, and other applicable policies, you may withdraw your Supported Crypto Assets by sending them to a different blockchain address controlled by you or a third party.
- (D) For certain Crypto Assets, the underlying protocols offer token holders the ability to vote on matters related to the governance of protocol-level issues or exercise other rights attached to the Crypto Assets. Coinbase may or may not support voting or exercise of such rights for such assets, and may cease supporting voting or exercise of such rights at any time in its discretion. Coinbase will comply with your instruction to vote your Supported Crypto Assets to the extent Coinbase or its affiliate supports voting for such Supported Crypto Assets. In certain cases, Coinbase may vote or exercise such rights on your behalf where Coinbase or the applicable protocol does not support delegated voting; in those instances, Coinbase may vote or exercise such rights with the protocol's recommendation, and, by holding Crypto Assets with us, you authorise us to do so.

Coinbase is under no obligation to issue any replacement Crypto Assets in the event that any Crypto Asset, password or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible as a result of an incident that is not attributable to Coinbase.

Incidents not attributable to Coinbase include any event in respect of which Coinbase demonstrates that it occurred independently of the provision of the relevant service, or independently of Coinbase's operations, such as a problem inherent in the operation of the distributed ledger or other such event that Coinbase does not control.

- 5.30** *Statements.* We will provide you with the following information on an ongoing basis through the Site: (i) the Crypto Assets held in your Crypto Asset Wallet; (ii) the value of such Crypto Assets held in your Crypto Asset Wallet; and (iii) Crypto Assets activities including trading activities, transfers in and out, staking activities, and Crypto Assets earned, rewarded or gifted into the Crypto Asset Wallet.

**6. TRANSACTIONS LIMITS.**

The use of all Coinbase Services is subject to a limit on the volume, stated in EUR, GBP or other fiat currency or Crypto Assets, you may transact or transfer in a given period (e.g. daily). Please see **Appendix 1** (Verification Procedures and Limits) for further details. To view your limits, login to your Coinbase Account and visit <https://www.coinbase.com/settings/account-levels>. 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>.

**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) for any reason, including but not limited to: (i) in response to a subpoena, court order, or other government order; or (ii) if we suspect the transaction may: involve money laundering, terrorist financing, fraud, or any other type of financial crime; be erroneous; or relate to a Prohibited Use or a Prohibited Business as set forth in the Prohibited Use Policy. We may (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.

We may also refuse to complete or block, cancel or reverse a transaction you have authorised where there is insufficient E-Money in your E-Money Wallet and / or insufficient Crypto Assets in your Crypto Asset 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 Crypto Asset Wallet is declined.

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 and the amount of any charges or fees incurred by you, and whether reimbursement is possible. 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.

**Notwithstanding the foregoing, 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.**

**7.2 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 Supported Crypto Assets out of your Crypto Asset Wallet(s) and/or out of the Coinbase Platform; and/or
- (B) at any point in the six (6) year period commencing with the date of the termination of this Agreement for the purposes of transferring E-Money out of your E-Money 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 Supported Crypto Assets or E-Money. You may close your Coinbase Account at any time by visiting <https://accounts.coinbase.com/profile/close>. You will not be charged for closing 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 account closure.

- 7.3 **Coinbase may discontinue or change any product, service, or feature, in its sole discretion, at any time.** You agree that we may transfer you to a product or service that is reasonably similar to the discontinued or changed product or service, to the extent such product or service exists. We will provide you with prior notice of material changes, discontinuation, or the transfer related to a product, service, or feature, to the extent required or applicable.

## 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 [Prohibited Use Policy](#) or your violation of any law, rule or regulation (including those related to inside information, market abuse and market manipulation), 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 (subject to **Section 8.5** below) be limited to the following:

- (A) to the extent such claim or claims are in relation to the loss of any Crypto Assets in respect of which we are providing Crypto Asset Custody Services, or your ability to access any such Crypto Assets, in each case as a result of an incident attributable to Coinbase in Coinbase's capacity as your provider of Crypto Asset Custody Services, no more than the market value of the Crypto Assets that were lost at the time the loss occurred; and
- (B) in all other cases, a maximum aggregate value of the combined value of the Supported Crypto Assets and E-Money on deposit in your E-Money Wallet and your Crypto Asset Wallet at the time of the breach by Coinbase giving rise to your claim, provided that 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; or any damages arising out of or relating to Crypto Assets that are not Supported Crypto Assets. 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 Crypto Asset Transaction properly, your damages are limited to no more than the lesser of the combined total value of the Supported Crypto Assets and E-Money at issue in the transaction, or the combined total value of the Supported Crypto Assets and E-Money on deposit in your Coinbase Account(s), 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 Supported Crypto Assets;
- (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; as well as and including but not limited to any losses or damages arising out of or relating to any inaccuracy, defect or omission of Crypto Asset price data; any error, delay or interruption in the transmission of such data; viruses or other malicious software obtained by accessing our websites, software, systems operated by us or on our behalf or any of the Coinbase Services or any website or services linked to our websites; glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems operated by us or on our behalf or any of the Coinbase Services; and suspension or other action taken with respect to your Coinbase Account; 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, the Coinbase Platform and the 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.

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 Crypto Asset Transactions, requests for debits and credits involving Crypto Asset Wallets, E-Money Wallets, bank accounts, credit and debit cards are processed in a timely manner but Coinbase makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control. We will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and cheque issuances are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

Except for the express statements set forth in this Agreement, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your use and access of the Coinbase Services and Site.

8.7 **No Liability for Breach.** We are not liable for any breach of the Agreement, including delays, failure in performance or interruption of service, where they arise directly or indirectly from circumstances beyond our reasonable control, nor are we liable where the breach is due to the application of local or foreign legal rules or compliance with orders or local or foreign authorities.

8.8 **Limitation of period to bring claims.** Without prejudice to any mandatory rights available to consumers (being individuals not engaged in conduct related to their trade, business, or profession, “Consumers”), any action, claim or counterclaim by you relating to services provided (or the failure to provide or properly perform services) by us shall be barred upon the expiration of a period of:

(A) six (6) years for E-Money Services, and

(B) two (2) years for all other services including Crypto Asset Services,

after the relevant action or inaction unless applicable law would bar such an action, claim or counterclaim upon the expiration of a shorter period, in which case such an action, claim or counterclaim shall be barred upon the expiration of such shorter period.

**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 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 from or arising out of service interruptions, delays in processing transactions, inability to execute transactions, or lack of timely response from Coinbase customer support. For example, if you are locked out of your Coinbase Account, it is possible that the price of Crypto Assets in your account might go down before your access is restored. Coinbase shall not be liable for any alleged losses that you suffer from a drop in Crypto Asset prices.

**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>.

**10.2 Complaints.** We take all complaints seriously. If you have a complaint with Coinbase, please first contact our support team to attempt to resolve such complaint, clearly indicating that you wish to make a complaint to us. If we cannot resolve the complaint through our support team, you and we agree to use the complaints process set out in this **Section 10.2**.

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 and a description of our complaints handling procedures can be found on the Coinbase support pages, [help.coinbase.com](https://help.coinbase.com) or can be requested from Coinbase Customer Support, who are also able to assist with this process where an oral complaint is raised.

For disputes related to Crypto Asset Services, an acknowledgement of receipt of the complaint will be sent to you without undue delay and in any case within ten (10) business days, unless a response to the complaint has already been sent to you in the meantime. A final response to your complaint related to Crypto Asset Services, or an e-mail explaining why the final response has not been completed, will be sent to you within two (2) months of the date the complaint is received. In the case of specific circumstances or particular difficulties, the handling of a complaint may exceed two (2) months; in this case, the reason for the delay and the date of the reply are communicated to you.

For disputes related to E-Money Services, we will acknowledge and manage your complaint as required by applicable law.

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. All complaints will be handled free of charge.

**10.3 Unresolved Complaints.** 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 **Section 10.4(A) to 10.4(C)** below as applicable to you.

**10.4 Both you and we agree that we shall not commence any of the dispute processes set out at Section 10.4(A) to (C) 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:

(A) **Disputes related to E-Money Services.** If your complaint relates to any E-Money Services or the Card, you may be entitled to take that complaint to the FSPO as further described in Section 4.13.

(B) **Disputes related to Crypto Assets Services.** If your complaint relates to Crypto Assets, the CSSF is the competent authority to receive complaints from you and to act as an intermediary in order to seek an amicable settlement of these official complaints. The opening of the official complaints procedure is subject to the condition that the procedure and steps set out above have been completed by you. You can contact the CSSF in respect to your official complaint and apply for the opening of an official complaints procedure:

Commission de Surveillance du Secteur Financier (CSSF)  
283, route d'Arlon  
L-1150 Luxembourg  
Tel.: +352 26 25 1 1  
Fax: +352 26 25 1 2601  
Email: [reclamation@cssf.lu](mailto:reclamation@cssf.lu)

The forms and instructions regarding an application for the official complaints procedure can be found on the CSSF's website (<https://www.cssf.lu/en/customer-complaints/>).

The right to directly contact the courts will remain unaffected by this.

(C) **Disputes related to Coinbase Services, Coinbase Platform, or the Site.** 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 are governed by Section 14.20, without prejudice to any mandatory rights available to Consumers to commence proceedings against Coinbase before the courts of the jurisdiction in which they are domiciled.

## 11. DATA PROTECTION.

**Personal Data.** You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided (or in the future provide) to us in relation to your employees and other associated 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 such 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 E-Money, Crypto Assets and/or funds held in your Coinbase Account and any associated accounts, including your linked bank account(s) and credit card(s). You must keep your security details safe at all times. For example, you should not write them down or otherwise make them visible to others.

You should never allow remote access or share your computer 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 passwords, or 2-factor authentication codes or to screen share or otherwise seek to access your computer or account. You should not provide your details to any third party for the purposes of remotely accessing your 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. We further assume no responsibility for your failure to follow the requirements set out in this **Section 12.1**, or follow or act on any notices or alerts that we may send to you.

**12.2 Authentication and Verification.** In order to access Coinbase Services users are required to provide an email address and create a password. Coinbase offers 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 E-Money, Crypto Assets and/or funds held in your Coinbase Account and the misuse of any associated accounts, including linked bank account(s) and credit/debit card(s).

**12.3 Security Breach.** If you suspect that your Coinbase Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and / or Coinbase (collectively, a "**Security Breach**"), you must:

- (A) notify Coinbase Support immediately via and follow the instructions at: <https://help.coinbase.com/en/coinbase/privacy-and-security/account-compromised/my-account-was-compromised>;
- (B) 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 or manage any Security Breach.

Prompt reporting of a Security Breach does not guarantee that Coinbase will reimburse you for any losses suffered or be liable to you for any losses suffered as a result of the Security Breach.

- 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. **CONFLICTS.**

- 13.1 **Coinbase Group.** You understand that we are a member of the Coinbase Group, which is involved in a range of Crypto Assets services. We have put in place and will maintain effective organisational and administrative arrangements with a view to taking all appropriate steps to identify and manage conflicts of interest which may arise between us and our clients and relevant third parties in relation to provision of such services, so as to prevent conflicts of interest from adversely affecting the interests of our clients. This includes conflicts of interest caused by the receipt of any inducement from third parties or our own remuneration and other incentives structures. In cases where such organisational and administrative arrangements are not sufficient to ensure with reasonable confidence that the risks of damage to your interests will be prevented, we will inform you of the nature and/or sources of the relevant conflicts of interest and the steps taken to mitigate those risks in order to allow you to make an informed decision as to whether to continue to transact with us. We reserve the right at all times to decline to act for you where we are not able to manage a conflict of interest in any other way. We maintain a Conflicts of Interest Policy, a summary of which will be provided to the extent required by applicable law on our Site (or such other Site as we may notify to you from time to time). To the extent any arrangements give rise to risk of conflicts of interest, CB Lux will mitigate these conflicts by, amongst other measures, adhering to its Conflicts of Interest Policy.

- 13.2 **Acting in different trading capacities.** We, and any of our affiliates, may deal in Crypto Assets as principal or as agent for more than one party or may make a recommendation to buy or sell a Crypto Asset in which we have a long or short position or in which we have been given instructions by another customer to buy or sell. We, and any of our affiliates, may hold a long or short position or other interest in, or act as a market maker in, the Crypto Assets in which you may hold a position, or we may conduct trading activities, including hedging, in connection with any transaction referenced herein, which may have an adverse impact on you, and may realise a profit, or equally, a loss, in

connection with such activity. Market making may include managing risk, sourcing liquidity, and other activities of a market maker. It may also include execution on a systematic, automated basis through the use of algorithms or other execution methodologies and it may trade prior to or alongside your transaction. Such market making activity can have an impact on the price and the liquidity at levels necessary to execute a transaction. It may also trigger stop loss orders, barriers, knock-outs, knock-ins, and similar conditions and may affect the market price of the relevant or related instruments and a particular event or reference price may be impacted. We will not deliberately carry out market making activity with the intention of harming client interests and will endeavour to minimise any market impact.

**13.3 Order Routing.** Depending on the services provided, CB Lux may route your orders for execution on the Crypto Asset exchange operated by Coinbase, Inc., or other affiliates of CB Lux. In order to mitigate any risk of conflicts of interest arising from these arrangements, CB Lux will adhere to its Order Execution Policy and Conflicts of Interest Policy, described in **Sections 5.12** and **13.1**, respectively. In particular, we note that we have procedures in place to monitor the execution quality obtained from such affiliates and take appropriate action as necessary to ensure that, where we are subject to best execution obligations in respect of such order routing activity, we are able to continue to provide best execution to you. CB Lux may route orders to exchanges other than the exchanges operated by such affiliates going forward, but any decisions to do so will be subject to consideration of applicable best execution requirements.

**13.4 Stablecoins.** CB Lux provides Crypto Asset Services in relation to USDC, EURC, and other stablecoins. Coinbase may enter into contractual relationships, such as revenue sharing arrangements, with issuers in relation to the stablecoins that they issue.

## **14. GENERAL.**

**14.1 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.

**14.2 Limited Licence.** All content included in or made available through the Coinbase Services, the Site or any related content materials and information such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software ("**Content**") is the property of the Coinbase Group or its content providers and protected by United States of America ("**U.S.**") and international copyright and intellectual property law. We grant you a limited, non-exclusive,

non-transferable licence, subject to the terms of this Agreement, to access and use the Coinbase Services, the Site, and Content solely for approved purposes as permitted by us from time to time. Any other use of the Coinbase Services, 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”, and the following non-exhaustive list, including COINBASE, COINBASE Logo, C Logo, COINBASE EXCHANGE, ROSETTA, COSTA, SKEW, TOSHI, COINBASE ONE, and BISON TRAILS; and without limitation, any graphics, logos, button icons, and service names included in or made available through any Content, and all logos related to the Coinbase Services or displayed on the Site are trademarks or trade dress of Coinbase or its licensors in the U.S. and other countries. You may not copy, imitate or use them without our prior written consent for any purpose, including, without limitation, in: connection with any product or service that is not authorised by Coinbase; any manner that is likely to cause confusion among customers; or a way that disparages or discredits Coinbase.

- 14.3 **Export Controls & Sanctions.** Your use of the Coinbase Services and the Site is subject to applicable law including but not limited to export restrictions, end-user restrictions, antiterrorism laws, and economic sanctions. By sending, receiving, buying, selling, trading or storing Crypto Assets through the Site or Coinbase Services, you agree that you will comply with all applicable law. You are not permitted to acquire Crypto Assets or use any of the Coinbase Services through the Site if doing so would, directly or indirectly, violate applicable law, which include but are not limited to those promulgated by the United Nations Security Council, the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”, including but not limited to the Specially Designated Nationals (“**SDN**”) List and other non-SDN restricted or blocked parties lists), the European Union, the United Kingdom, and/or any other applicable national, regional, provincial, state, municipal or local laws and regulations (each as amended from time to time). You also acknowledge and agree to hold Coinbase harmless for any losses caused by delays or refusals to process a transaction that result from Coinbase’s obligation to ensure compliance with applicable export controls or sanctions.
- 14.4 **Relationship of the Parties.** Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between you or Coinbase, or authorise you to act as an agent of Coinbase.

- 14.5 **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.
- 14.6 **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 2** for more detail in relation to how we will communicate with you.
- 14.7 **Taxes.** The tax treatment of Crypto Asset Transactions is uncertain, and it is your responsibility to determine what taxes, if any, arise from transactions using Coinbase Services under this Agreement. Users are solely responsible for reporting and paying any applicable taxes arising from transactions using Coinbase Services, and acknowledge that Coinbase does not provide investment, legal, or tax advice governing these transactions. You understand that Coinbase may report information with respect to your transactions, payments, transfers, or distributions made by or to you with respect to your activities using Coinbase Services to a tax or governmental authority to the extent such reporting is required by applicable law. Coinbase also shall withhold or add taxes applicable to your transactions or to payments or distributions made or deemed made to you to the extent such withholding or addition is required by applicable law. From time to time, Coinbase shall ask you for tax documentation or certification of your taxpayer status as required by applicable law, and any failure by you to comply with this request in the time frame identified may result in withholding and/or remission of taxes to a tax authority as required by applicable law. You should conduct your own due diligence and consult your own tax advisors before making any decisions with respect to Crypto Asset Transactions.
- 14.8 **Unclaimed Property.** If we hold E-Money or Supported Crypto Assets on your behalf, and have no record of your use of the Coinbase Services for several years and are unable to contact you, applicable law may require us to deliver any such E-Money or Supported Crypto Assets 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.



- 14.9 **Outsourcing.** We may rely on third party service providers (including affiliates), as part of our provision of the Coinbase Services to you.

We use a variety of service providers (some belonging to the Coinbase Group and some not) in the context of outsourcing arrangements to help us provide the Coinbase Services in an efficient and qualitative manner. The use of such service providers requires that we transfer or make available some data to them. You agree to such outsourcing arrangements and instruct us to transfer or make accessible data (as further defined below) concerning you and, where relevant, concerning persons linked to you such as your beneficial owners and representatives, to a number of service providers in the context of outsourcing arrangements regarding technical (including IT), operational, payment processing, internal control, customer due diligence (including background checks), fraud prevention, risk assessment, product development, maintenance, advertising, processing of insurance claims, customer support and other services. The data to be transferred or made available includes, if you are an individual, your surname, first name, address, date and place of birth and nationality, and if you are a legal entity, your corporate name, registered office, legal form, registration number for legal entities, as well as the aforementioned data on individuals for your beneficial owners and representatives. The data to be transferred or made available also includes for any person, its contact details such as phone numbers and e-mail addresses as well as financial data and usage data in relation to the Coinbase Services. Further detail on the service providers receiving the data is included in the Privacy Policy. You acknowledge that the transferred data is no longer protected by professional secrecy after its transfer.

- 14.10 **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 or informed Coinbase about another, existing, Coinbase Account in their name, 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 authorise 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, in order to gain access to the contents your Coinbase Account, the executor / trustee you have designated in a valid Will or similar testamentary document will be required to open a new Coinbase Account or inform Coinbase of another, existing Coinbase Account in their name to which the entirety of the funds in your Coinbase Account shall be transferred. 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 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 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.

- 14.11 **Entire Agreement.** This Agreement (including documents incorporated by reference herein, including the Privacy Policy, the Cookie Policy, the Prohibited Use Policy and Appendices) 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) between you and Coinbase.
- 14.12 **Interpretation.** Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.
- 14.13 **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 reserve the right to assign our rights without restriction (except to the extent of any notice requirement under applicable law), including without limitation to any Coinbase affiliates or subsidiaries, or to any successor in interest of any business associated with the Coinbase Services. 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 as part of such merger, acquisition, sale, or other change of control. You reserve the right to terminate the agreement with immediate effect in the event we transfer and/or assign the Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.
- 14.14 **Security Interests.** You must not create security over your E-Money or Crypto Assets unless you have obtained our prior approval in writing.
- 14.15 **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.

- 14.16 **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.
- 14.17 **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.
- 14.18 **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.
- 14.19 **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.
- 14.20 **Governing Law and Jurisdiction.** Except as set forth in this Section, this Agreement and the relationship between us shall be governed by the laws of Luxembourg and, noting **Section 10.4(C)**, the non-exclusive jurisdiction of the Luxembourg courts, subject to any local mandatory law, or rights available to Consumers. For the purposes of the E-Money Services only, this Agreement and the relationship between us shall be governed by the laws of Ireland and, noting **Section 10.4(C)**, the non-exclusive jurisdiction of the Irish courts subject to any local mandatory law, or rights available to Consumers.
- 14.21 **Downloadable Agreement.** You can download this Agreement as a PDF [\[here\]](#). We will notify you as required through the Site if there are any changes to the information in this Agreement.

## APPENDICES

### APPENDIX 1. 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, deposit, withdrawal and trading limits for Advanced Trade, instant buy limits, Crypto Asset 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 2. COMMUNICATIONS**

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

- (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 (including where we identify actual or suspected fraud in relation to your Coinbase Account); 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 3. ADDITIONAL SERVICES

#### 1. Coinbase Visa Debit Card

##### 1.1 Card Terms.

- (A) The terms and conditions in this Appendix ("**Card Terms**") are supplemental to, and form part of, the Coinbase user agreement (the "**Agreement**"). Words and expressions defined in the Agreement shall have the same meaning in these Card Terms and additional definitions are used in these Card Terms. For the avoidance of doubt, by accepting these Card Terms, you agree to amend the Agreement in relation to the provision of this new service.
- (B) **Role of the Card Terms.** These Card Terms govern the basis on which Coinbase will provide you with the Coinbase Visa Debit Card (the "**Card**"). The Card is a payment card issued to you by Paysafe Payment Solutions Limited if you are resident in the European Economic Area. The card is governed by [separate terms and conditions](#) of business you enter with Paysafe Payment Solutions Limited ("**Paysafe Terms**"). A reference to "**Paysafe**" in these Card Terms is a reference to Paysafe Payment Solutions Limited if you are resident in the European Economic Area. The Card will be linked to your E-Money Wallet and Crypto Asset

Wallet and will allow you to spend fiat or sell Crypto Assets held in your Crypto Asset Wallet in order to fund transactions (“**Card Transactions**”) to buy goods and services or withdraw cash in fiat currency from merchants or cashpoints that accept cards displaying the Visa symbol.

## 1.2 About Coinbase and Paysafe.

- (A) **Role of CB Lux.** CB Lux is responsible for providing you with the Crypto Asset Services (i.e. selling the underlying Crypto Asset), while CBIE is responsible for providing you with the E-Money Services (i.e. the issuance of E-Money and arranging payments in fiat currency). The details of these Coinbase entities, including their registered offices, and details as to whether or not they are regulated, are set out in the Agreement. In these Card Terms, the two Coinbase entities that provide you with services are collectively called “**Coinbase**”.
- (B) **Paysafe Payment Solutions Limited.** Paysafe Payment Solutions Limited is a private limited company which is incorporated and registered in Ireland with company number 626665 and whose registered office is at 3rd floor, Kilmore House, Spencer Dock, Dublin 1 D01 YE64, Ireland. Paysafe is authorised by the Central Bank of Ireland as an electronic money institution (register number C184986). Paysafe is an affiliate member of Paysafe Financial Services Limited in selected countries pursuant to a licence from Visa Inc.

## 1.3 About the Card-Related Services.

- (A) **Characteristics of the Card-related services.** Under the Paysafe Terms, you may use the Card to make various Card Transactions. These Card Terms set out the basis on which CB Lux and CBIE will provide the Coinbase Services in the context of the Card. These Card Terms should be considered alongside your Paysafe Terms. When you make a Card Transaction you will be using your Card or Card number to instruct us to:
  - (1) unless you have elected to fund your Card Transaction directly using the balance in your linked E-Money Wallet, sell Crypto Assets (in the amount of the Card Transaction and the accompanying fees and charges described below, converted at the applicable Exchange Rate (together “**Total Transaction Price**”)) from your Crypto Asset Wallet; and
  - (2) transfer the fiat currency amount which equates to the purchase price of the goods and services to Paysafe so that Paysafe can transfer the same amount to the merchant via the Card Scheme.

Where CB Lux sells Crypto Assets to facilitate Card Transactions, and unless otherwise stated in this **Appendix 3**, CB Lux will execute the relevant transaction in accordance with the terms of this Agreement applicable to Crypto Asset Trading Services (including, but not limited to, executing the relevant transaction in accordance with our Order Execution Policy).

**(B) Using the Card.**

- (1) Your consent will be required in order to use the Card to make Card Transactions. You may give your consent by providing various security details to the merchant (either “face to face” or via telephone/the Internet). These details include the personal identification number (“**PIN**”) that we will arrange for you to receive (or that you may choose) from time to time and other information from the Card. You may give your consent in the following ways depending on the type of Card Transaction that you are trying to make:
  - (a) Withdrawing cash from an automated teller machine (ATM) or making a transaction on the merchant’s premises: You will be required to enter the PIN unless the value of the Transaction (including fees and charges) is less than €30 and the Transaction is being made via a contactless card reader in which case the presentation of the Card will be sufficient to demonstrate consent;
  - (b) Making a purchase by telephone or over the Internet: You will be required to provide Card details such as the Card number, expiry date and three-digit security code from the reverse of the Card.
- (2) You agree that you will use the Card in accordance with the terms and conditions set out in the Paysafe Terms.

**(C) Maximum execution time. We will:**

- (1) complete the Crypto Asset Transaction within twenty-four hours of your authorisation/pre-authorisation of the relevant Card Transaction; and
- (2) transfer the Card Transaction monies to Paysafe in response to the merchant’s settlement processes and in accordance both with the Card Scheme’s corresponding request and the Card Scheme’s settlement timing requirements.

- (3) The maximum execution of the Card Transaction itself is not wholly within Coinbase's or Paysafe's control and is dependent on actions being taken by the merchant and the Card Scheme. Coinbase will comply with and adhere to the Association and Paysafe's settlement timing requirements.

(D) **Usage limits.** The usage limits for the Card are set out in your Cardholder Agreement.

#### 1.4 Charges, Interest and Exchange.

- (A) **Charges.** When we sell Crypto Assets in the context of a Card Transaction, we will charge fees and spread as described in **Section 2.5** of this Agreement.
- (B) **Exchange Rates.** In accordance with the Agreement, sales of Crypto Assets will be subject to the Exchange Rate at the time of the given Card Transaction. You will be shown details of the Exchange Rate applied on the transaction details page within the Coinbase app/website.
- (C) **Changes to Charges and Exchange Rates.** We may make changes to the applicable charges and Exchange Rates from time to time in accordance with the provisions of **Appendix 3, Section 1.7**.

#### 1.5 Communication.

- (A) **Contacting us.** You may:
  - (1) write to us at Ground Floor, 45 Mespil Road, Dublin D04 W2F1, Ireland;
  - (2) contact us via our Customer Support webpage at <https://support.coinbase.com>;
  - (3) e-mail us at [cardsupport@coinbase.com](mailto:cardsupport@coinbase.com); and/or
  - (4) contact us via the toll-free IVR line at +1 800 200 355 (or Ireland/EU local phone number +353 1 529 5132).
- (B) **Language.** These Card Terms and any information or notifications that you or we are to provide should be in English. Any translation of these Card Terms or other documents is provided for your convenience only. In the event of any inconsistency, the English language version of these Card Terms or other documents shall prevail.
- (C) **General information.** You may request a copy of these Card Terms and/or the Agreement at any time.



- (D) **Information regarding particular Card Transactions.** You may find details regarding Card Transactions that you have executed using Coinbase.

**1.6 Safeguards and Corrective Measures.**

- (A) Keeping your Card and its details safe. You must:
- (1) keep your Card and its details (including the PIN) safe;
  - (2) not give your Card or its details (including the PIN) to anyone else;
  - (3) take all reasonable precautions to prevent the misuse of your Card and/or its details; and
  - (4) comply with any related requirements in the Paysafe Terms.
- (B) **Your responsibility to notify Coinbase.** If you believe that:
- (1) your Card has been lost, stolen or misused (whether for the making of unauthorised Card Transactions or in any other way); and/or
  - (2) Card Transactions in respect of your Card have either not been executed or have been defectively-executed; then
  - (3) you must notify us immediately via e-mail, or through the Coinbase website/app, or the toll-free IVR line to suspend or close the Card (provided the Card Transaction has not already been processed; if the relevant Card Transaction has been processed it would be dealt with under **Appendix 3, Section 1.6(D)**). You must also take any steps required under the Paysafe Terms.
- (C) **Non-execution or defective execution of our E-Money Services.** If it is established that any payment relating to our E-Money Services in connection with a Card Transaction either has not been executed or has been defectively-executed by Coinbase, we will provide you with a refund in accordance with the Agreement.
- (D) **Unauthorised Card Transactions.** If it is established that any payment relating to our E-Money Services in connection with a Card Transaction has been executed without your consent we will provide you with a refund. Any such refund will only be made if you comply with your obligations in **Appendix 3, Section 1.6** and (for the avoidance of doubt) will be subject to **Section 4.9** in the Agreement.

- (E) **Chargebacks.** We accept no responsibility for the goods or services purchased by you with your Card. All such disputes must be addressed directly with the merchant providing the relevant goods or services. Once you have authorised your Card to make a purchase, we cannot stop that Card Transaction. However, where you have used your Card to buy goods or services you may have a claim against the merchant if the goods or services are unsatisfactory, not supplied, supplied only in part or do not match the supplier's description. You must notify us of any dispute within 60 days of the purchase in question and the chargeback will only be applied to your E-Money Wallet if successfully secured from the merchant. If you wrongly make a chargeback claim, we will be entitled to charge you any fees we reasonably incur in pursuing the chargeback claim and we will be entitled to debit your Crypto Asset Wallet with the amount of any such fees. All chargeback claims will be handled in accordance with these Cards Terms, the Agreement, the Paysafe Terms, and the requirements of the Card Scheme.

#### 1.7 Amendments to and Termination of These Card Terms.

- (A) **Amendments.** Other than in relation to the circumstances set out in **Appendix 3, Section 1.7(B)** below we may amend these Card Terms from time to time, on two-months' prior written notice to you. In such circumstances, you will be deemed to have accepted the amendment if (i) you continue to use the Card and (ii) you do not notify us that you object to the amendment prior to the date on which the amendment is due to take effect.
- (B) **Suspension, Termination, and Cancellation.** We may block or decline a Card Transaction you attempt and/or suspend, restrict, or terminate your access to the Card and/or any or all of the related services with immediate effect where:
- (1) we are, in our reasonable opinion, required to do so by applicable law or any court or other authority to which we are subject in any jurisdiction;
  - (2) we reasonably suspect you of acting in breach of these Card Terms, the Agreement or the Paysafe Terms;
  - (3) we reasonably suspect you have breached our Behaviour Policy or our Policy on Prohibited Use, Prohibited Businesses and Conditional Use;
  - (4) we have concerns that a Card Transaction is erroneous or about the security of your Card, your Coinbase Account or we suspect the Coinbase Services are being used in a fraudulent or unauthorised manner;

- (5) we suspect money laundering, terrorist financing, fraud, or any other financial crime;
- (6) if your credit or debit card or any other valid payment method linked to your Crypto Asset Wallet or E-Money wallet is declined;
- (7) use of your Coinbase Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Coinbase Account activity;
- (8) you take any action that may circumvent our controls such as abusing promotions which we may offer from time to time; and/or
- (9) you have insufficient Crypto Assets in your Crypto Asset Wallet to cover the Total Transaction Price of a relevant Card Transaction.
- (10) If we refuse to approve a Card Transaction and/or suspend or terminate your use of the Card and any related services in this way, we will (unless it would be unlawful for us to do so) provide you with notice of our actions and the reasons for refusal, suspension or termination where appropriate, with the procedure for correcting any factual errors that led to the refusal, suspension or termination. In the event that we decline a Card Transaction and/or suspend your use of the Card and any related service, we will lift the suspension as soon as reasonably practicable once the reasons for decline and/or suspension no longer exist.

(C) **Cancellation of the Card Terms.** You may cancel these Card Terms within 14 days of accepting them and you may terminate these Card Terms at any time by giving notice of such termination to us. You will not be charged for such cancellation or termination, although you will be required to pay any amounts owed to us under any outstanding Card Transactions and from the date of cancellation will no longer be able to use the Card. If you cancel or terminate these Card Terms you will also simultaneously cancel or terminate the Paysafe Terms and we will notify Paysafe.

(D) **Termination of the Agreement and the Paysafe Terms.** These Card Terms will terminate automatically upon termination of the Agreement and/or the Paysafe Terms. In the event of such termination, we may notify you that any pending Card Transactions are suspended or declined. In any event, you will be required to pay any outstanding amounts owed to us.

1.8 **Conflict Between These Card Terms and the Agreement.** In the event of a conflict between the Card Terms and the Agreement, the provisions of the Agreement shall prevail.

## 2. **Staking Services**

2.1 **General.** When you hold Supported Crypto Assets with CB Lux you may be given the option to “stake” these assets in a third party proof of stake network via staking services provided by CB Lux or an affiliate (including a third party validator operator). In a proof of stake network, transaction validators are chosen using a formula based on the amount of underlying Supported Crypto Asset staked by the validator as opposed to computing power (i.e., proof of work). Please visit our staking information page for further details on how proof of stake works. By using these staking services you accept the terms for such services as set out in this **Appendix 3, Section 2**.

2.2 **Staking Service is Optional and Does Not Affect Ownership.** Staking services may be available for some or all of your Supported Crypto Assets. YOU ARE NOT REQUIRED TO STAKE WITH CB LUX AND YOU CAN OPT-OUT OF CB LUX STAKING SERVICES AT ANY TIME. FOR MORE INFORMATION VISIT THE [HELP CENTER](#). If you choose to stake, CB Lux will perform blockchain operations involving your Supported Crypto Assets as described below. This instruction to stake your Supported Crypto Assets does not affect the ownership of your Supported Crypto Assets in any way. For the avoidance of doubt, the provisions for Crypto Asset title described in **Section 5.29** above apply whether or not a Supported Crypto Asset is staked.

2.3 **The Service; Rewards; Commission; Limitations.** (a) If you stake your Supported Crypto Assets with us, CB Lux, or one of its affiliates, will enable the staking of those assets on your behalf, by acting as a transaction validator on the applicable network for the Supported Crypto Asset you stake. Depending on the protocol, there may be a delay before your Supported Crypto Assets are eligible to participate in the transaction validation process and earn rewards. If CB Lux or one of its affiliates successfully performs a validation task in that Supported Crypto Asset’s network, you may earn a reward granted by that Supported Crypto Asset network. Rewards are determined by the protocols of the applicable network. If the applicable network distributes any rewards in unstaked form, CB Lux will use commercially reasonable efforts to restake those rewards. You may request to unstake your accrued rewards at any time as described in **Appendix 3, Section 2.5** 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 CB Lux. CB Lux will credit your account for any earned rewards after receipt by CB Lux, minus a commission. The current commission for each Supported Crypto Asset can be found in the [Help Center](#). CB Lux may change these published commissions at any time, including after your Supported Crypto Assets have been staked. CB Lux may also offer lower

commissions for certain Supported Crypto Assets on a promotional basis, and these promotional commissions may differ among CB Lux users. You will be notified if you receive a promotional commission offer. In addition, Coinbase One members may have the opportunity to opt-in to lower commissions for certain Supported Crypto Assets, meaning opted-in Coinbase One members will have access to higher net reward rates for those Supported Crypto Assets (“**Boosted Staking Rewards**”).

- 2.4 Slashing.** Some Crypto Asset networks subject staked Crypto Assets to “slashing” if the transaction validator representing those Crypto Assets incorrectly validates a transaction. CB Lux will use commercially reasonable efforts to prevent any staked Supported Crypto Assets from slashing; however, in the event they are, CB Lux will replace your Supported Crypto 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;; or (iii) acts by a hacker or other malicious actor.
- 2.5 Protocol Lockups and Unstaking.** Some Crypto Asset networks require that a certain amount of staked Crypto Assets be locked (restricted from sale or transfer) for a period of time while staking. You will need to request for your staked Supported Crypto Assets to be unstaked before they can be sold or transferred. When you request to unstake, CB Lux will take blockchain operations on your behalf to wind-down your Supported Crypto Asset’s 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.
- 2.6 No Guarantee of Rewards.** You have no right to a reward until it is received by CB Lux. Rewards will be distributed to your account promptly after they are received by CB Lux, except that Boosted Staking Rewards will be distributed in the month after they are received by CB Lux, within the first 5 business days of the month. Unless otherwise specified, the “staking rewards rate” disclosed by CB Lux for a particular Supported Crypto Asset is an annualised historical rate based on the staking rewards generated by CB Lux in providing staking services to CB Lux customers for that Supported Crypto Asset, minus our commission. This rate is an estimate and changes over time. CB LUX DOES NOT GUARANTEE THAT YOU WILL RECEIVE STAKING REWARDS, ANY SPECIFIC STAKING REWARD, OR ANY STAKING RETURN OVER TIME, INCLUDING THE STAKING REWARDS RATES AND BOOSTED STAKING REWARDS.
- 2.7 Eligibility.** Users who wish to stake through CB Lux must meet certain eligibility requirements, as set forth [here](#). These requirements are subject to change.

**2.8 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 **Appendix 3, Section 2.9** below;
- (B) cbETH held in your Crypto Asset Wallet represents ETH staked with CB Lux in accordance with this **Appendix 3, Section 2** (including any associated rewards and minus any CB Lux fees and slashing penalties). By wrapping staked ETH as cbETH, you are entitled to all of the economic value, risk, and rewards arising in respect of the staked ETH.
- (C) Selling or otherwise transferring cbETH automatically transfers the right to redeem described in **Appendix 3, Section 2.9** below, and entitles the recipient to the attendant economic value, risk, and rewards arising in respect 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 CB Lux or result in the provision of Crypto Asset Custody Services to the recipient, and in all cases the right to redeem cbETH is subject to the terms set forth in **Appendix 3, Section 2.9**.
- (D) cbETH is an ERC-20 token and may be compatible with protocols or other software or technology provided by third parties.
- (E) The staked ETH and rewards held by the Coinbase Group in respect of cbETH are subject to the risk of slashing described in **Appendix 3, Section 2.4** above.

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

- (F) Neither CB Lux nor any other entity of the Coinbase Group guarantee the value of the staked ETH principal or associated rewards.
- (G) Neither CB Lux nor any other entity of the Coinbase Group is responsible for any decrease in the value of the staked ETH principal or associated rewards.

- (H) 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.
- (I) Neither CB Lux nor any other entity of the Coinbase Group guarantees that wrapping staked ETH will result in a successful exchange or sale of cbETH. Neither CB Lux nor any other entity of the Coinbase Group will backstop or otherwise intervene to guarantee cbETH liquidity.
- (J) Neither CB Lux 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 CB Lux 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.
- (K) As with the protocols for other Crypto Assets, neither CB Lux 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 5.28** of this User Agreement, like other Crypto Assets.
- (L) As with other Crypto Assets, cbETH could be impacted by one or more regulatory actions, which could impede or limit the services we can provide with respect to cbETH.

## **2.9 Unwrapping/Redemption of cbETH**

- (A) If you hold cbETH in your Crypto Asset Wallet and satisfy eligibility requirements, you may instruct CB Lux to “unwrap” cbETH held in your Crypto Asset Wallet, thereby redeeming your cbETH for staked ETH plus any associated rewards and minus any CB Lux 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 **Appendix 3, Section 2.5** above.
- (B) To unwrap cbETH, you will need to be a customer of either CB Lux 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.

## **3. Advanced Trade**

**3.1 General.** Coinbase offers, and eligible users may access, an order book for various Supported Crypto Assets and fiat currency trading pairs (each an “**Order Book**”) on the Site (“**Advanced Trade**”). See your Coinbase Account to see what Order Books are available within Advanced Trade. By accessing Advanced Trade or the Coinbase API for Advanced Trade, you accept and agree to be bound by the Trading Rules available at [https://www.coinbase.com/legal/trading\\_rules](https://www.coinbase.com/legal/trading_rules) (the “**Trading Rules**”) which will apply to you when CB Lux provides Advanced Trade services. All Advanced Trade services provided pursuant to this Agreement will be provided by CB Lux, and no EEA regulated services will be provided as part of Advanced Trade by any other Coinbase entities.

- (A) **Trading Fees.** By placing an order on Advanced Trade, you agree to pay all applicable fees and authorise 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 Trade, whether such use is directly through Coinbase 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 Advanced Trade 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.

## **4. Coinbase One**

**4.1 Coinbase One Subscription.** Coinbase One is a subscription-based membership. A Coinbase One subscription renews automatically and requires recurring payments.



- 4.2 **Membership Benefits.** Membership benefits may be changed or removed without notice. Some membership benefits are not available in all regions and are not available to all users. As a member, visit [member home](#) to see the list of benefits currently available to you. For important disclosures related to your benefits, see our [Coinbase One benefit disclosures page](#). For certain membership benefits, we may partner with a third party to provide you access to services that the third party provides. For those benefits, the third party is the provider of the benefit, not Coinbase.
- 4.3 **Subscription Fees and Billing.** By signing up, you authorize a recurring charge of your subscription fee (plus any applicable tax) to any stored payment method, cash balance, or Crypto Asset balance from the date of sign-up (or in the case of a free trial, the date that your free trial concludes) until canceled. To avoid the next charge, cancel via “Manage” in [member home](#) before your renewal date. The subscription fee is specified during sign-up and is subject to change. To view your current subscription fee, visit [member home](#). If your primary payment method fails, as a backup you authorize us to charge any stored payment method, cash balance, or Crypto Asset balance.
- 4.4 **Paying Subscription Fee with Crypto Assets.** When using Crypto Assets as your primary payment method or as a backup payment method, you agree that you are instructing Coinbase to debit an amount of your Crypto Assets (calculated using the prevailing prices for the Crypto Assets as reasonably determined by Coinbase at time of execution) sufficient to pay your subscription fee. You acknowledge that this payment via Crypto Assets is subject to Section 14.7 (“Taxes”) of the User Agreement.
- 4.5 **Cancellation.** You can cancel your subscription via “Manage” in [member home](#). Your cancellation will go into effect at the end of your current billing period. To avoid the next charge, cancel before your renewal date.
- 4.6 **Free Trial.** At its sole discretion, Coinbase may offer you a free trial or other promotion. Unless you cancel before the end of your free trial or promotion, your subscription will automatically renew at the end of your free trial or promotion and you will be charged your subscription fee on a recurring basis until you cancel.
- 4.7 **Termination.** Coinbase reserves the right to terminate your subscription at its sole discretion. If we terminate your subscription, you will receive a prorated refund of your subscription fee (prorated based on the termination date and the date that your billing cycle ends). Your subscription cannot be transferred or assigned.

- 4.8 **Acknowledgement of Risk.** By signing up for Coinbase One, you understand that CB Lux is not making a recommendation to make a specific investment, trade, or to use any specific investment strategy. CB Lux does not provide any investment, legal, or tax advice.

## 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 decentralised 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 behaviour that harms our Coinbase 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 Coinbase 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 decentralised 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 behaviour that harms our Coinbase 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.

## 6. Coinbase Wrapped Tokens

6.1 **Sending Coinbase Wrapped Tokens.** In some jurisdictions, you may choose to effectuate a transfer of a native Crypto Asset for which Coinbase provides wrapping services in accordance with the terms herein (each a “**Wrappable Native Token**”) from your Crypto Asset Wallet to an external wallet on a supported protocol, by directing Coinbase Europe to wrap such Wrappable Native Token into a token that is compatible with such protocol. To wrap your Wrappable Native Token and complete a transfer of the corresponding Coinbase wrapped token (each, a “**Coinbase Wrapped Token**”) to an external wallet, you will need to be a CB Lux customer with a Coinbase Account in good standing. Additional geographic restrictions may apply, and eligibility is subject to change. You understand and acknowledge that Coinbase, Inc. is the issuer of each Coinbase Wrapped Token. A copy of the cbBTC white paper can be found at <https://coinbase.bynder.com/m/1303c2f4d78fc966/original/cbBTC-White-Paper.pdf>.

By electing to wrap your Wrappable Native Token into a corresponding Coinbase Wrapped Token, you understand and agree that:

- (1) Coinbase Wrapped Tokens cannot be held on the Coinbase platform, and are only made available to you by CB Lux in connection with a transfer of a corresponding Wrappable Native Token from your Crypto Asset Wallet to an external wallet on a supported protocol. Any Coinbase Wrapped Tokens deposited to your Crypto Asset Wallet from an external wallet address will be automatically converted to a corresponding Wrappable Native Tokens in accordance with, and subject to the conditions set forth in, Section 6.3 of this Appendix.

- (2) Requests to wrap your Wrappable Native Token and effectuate a transfer of a corresponding Coinbase Wrapped Token to an external wallet may not be processed immediately. Once wrapped, you cannot redeem your Coinbase Wrapped Token for a corresponding Wrappable Native Token except as described in Section 6.3 below.
- (3) Each Coinbase Wrapped Token represents ownership of a corresponding Wrappable Native Token held by the Coinbase Group in accordance with Section 6.1.5 of this Appendix. By wrapping your Wrappable Native Token in order to effectuate a transfer of a corresponding Coinbase Wrapped Token to an external wallet on a supported protocol, you remain (for so long as you hold the Coinbase Wrapped Token) entitled to all of the economic value and risk of an underlying Wrappable Native Token.
- (4) Selling or otherwise transferring a Coinbase Wrapped Token automatically transfers ownership of an underlying Wrappable Native Token and the right to redeem described in Section 6.3 below, and entitles the recipient to the attendant economic value and risk of an underlying Wrappable Native Token, subject to the terms of this Agreement.
- (5) Wrappable Native Tokens that have been wrapped as Coinbase Wrapped Tokens are held by the Coinbase Group as custodial assets for the benefit of holders of such Coinbase Wrapped Tokens, and ownership of and title to these assets shall remain with such holders and not transfer to CB Lux or any other member of the Coinbase Group. Section 5.19 of the Agreement shall apply, mutatis mutandis, to any Wrappable Native Token held on behalf of the holders a corresponding Coinbase Wrapped Token to the same extent as any Wrappable Native Token held by the Coinbase Group on behalf of its customers.
- (6) Coinbase Wrapped Tokens are ERC-20 tokens and may be compatible with protocols or other software or technology provided by third parties.

**6.2 Certain Risks.** In addition, you understand, agree and accept the following risks associated with electing to wrap any Wrappable Native Token into a corresponding Coinbase Wrapped Token:

- (1) Neither CB Lux nor any other member of the Coinbase Group guarantees the value of a Wrappable Native Token held on behalf of holders of a corresponding Coinbase Wrapped Token.
- (2) Neither CB Lux nor any other member of the Coinbase Group is responsible for any change in the value of a Wrappable Native Token held on behalf of holders of a corresponding Coinbase Wrapped Token.
- (3) The external price of a Coinbase Wrapped Token could diverge from the price of a corresponding Wrappable Native Token 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 such Coinbase Wrapped Token. In case of a significant price dislocation, CB Lux may exercise its right to pause redemptions in accordance with Section 6.3.3 of this Appendix.
- (4) Neither CB Lux nor any other member of the Coinbase Group guarantees that wrapping a Wrappable Native Token will result in a successful exchange or sale of a corresponding Coinbase Wrapped Token, and neither CB Lux nor any other member of the Coinbase Group will have any obligation to backstop or otherwise intervene to guarantee liquidity of such Coinbase Wrapped Token.
- (5) Neither CB Lux nor any other member of the Coinbase Group guarantees the security or functionality of any third-party protocol, software or technology intended to be compatible with a Coinbase Wrapped Token and is not responsible for any losses of any Coinbase Wrapped Token due to the failure of third-party protocol, software or technology.
- (6) As with the protocols for other Crypto Assets, neither CB Lux nor any other member of the Coinbase Group owns or controls the underlying protocols which govern the operation of any Coinbase Wrapped Token. Accordingly, all Coinbase Wrapped Tokens are subject to Section 5.14 of the Agreement, like other Crypto Assets.
- (7) As with other Crypto Assets, a Coinbase Wrapped Token could be impacted by one or more regulatory actions, which could impede or limit the services we can provide with respect to such Coinbase Wrapped Token.

### **6.3 Unwrapping/Redemption of a Coinbase Wrapped Token**

- (1) If you initiate a transfer of a Coinbase Wrapped Token from an external wallet to your Crypto Asset Wallet and you satisfy the eligibility requirements set forth in Section 6.3.2 below, CB Lux will automatically “unwrap” such Coinbase Wrapped Token and deposit a corresponding Wrappable Native Token to your Crypto Asset Wallet, thereby redeeming your Coinbase Wrapped Token for a corresponding Wrappable Native Token.
- (2) To successfully complete a transfer of a Coinbase Wrapped Token from an external wallet to your Crypto Asset Wallet, you will need to be a customer of either CB Lux or another member of the Coinbase Group with a Coinbase Account in good standing. Additional geographic restrictions may apply, and eligibility is subject to change. Requests to complete a transfer of a Coinbase Wrapped Token from an external wallet to your Crypto Asset Wallet (which, for the avoidance of doubt, will result in CB Lux “unwrapping” such Coinbase Wrapped Token and depositing a corresponding Wrappable Native Token to your Crypto Asset Wallet as described in Section 6.3.1 above) may not be processed immediately.
- (3) Additionally, CB Lux may, in our reasonable discretion, (i) pause redemptions of any Coinbase Wrapped Token for a corresponding Wrappable Native Token if there is a significant dislocation in the external market price of such Coinbase Wrapped Token relative to a corresponding Wrappable Native Token that, in CB Lux's sole discretion, suggests that the smart contracts or other technology or security features supporting such Coinbase Wrapped Token have been compromised, (ii) refuse a redemption request if we suspect that the Coinbase Wrapped Token being presented for redemption was acquired through fraudulent means, or (iii) pause redemption if we otherwise suspect that the security of the smart contracts used to mint and burn the applicable Coinbase Wrapped Token has been compromised.
- (4) Pursuant to the terms of this Agreement, a holder of a Coinbase Wrapped Token holds an ownership interest in a corresponding Wrappable Native Token custodied by the Coinbase Group in accordance with Section 6.1.5 above. In the event of a shortfall in the amount of the Wrappable Native Token that has been wrapped as a Coinbase Wrapped Token and held by the Coinbase Group in accordance with Section 6.1.5 above, the Coinbase Group's liability vis-a-vis any holder of such Coinbase Wrapped Token will be limited to such holder's pro rata share of the shortfall amount.



#### 6.4 Additional Terms.

- (1) **Fees.** CB Lux may charge a fee in connection with a request to mint or unwrap/redeem a Coinbase Wrapped Token, and any such fee will be disclosed to you at the time you initiate such request. Any changes to such fees will be effectuated in accordance with Section 2.5 of the Agreement.
- (2) **No support for wrapped Coinbase Wrapped Tokens.** We reserve the right to treat any version of a Coinbase Wrapped Token that has been created by a third party (e.g., via a third party wrapper or bridge to an unsupported network) (“Third Party Wrapped Token”) as an unsupported Crypto Asset in accordance with Section 5.9 of the Agreement. That means that we may refuse or be unable to redeem any Third Party Wrapped Token that is sent to your Crypto Asset Wallet for the corresponding Wrappable Native Token, which may result in irreversible loss of such Third Party Wrapped Token. Do not send Third Party Wrapped Tokens to your Crypto Asset Wallet.