Coinbase User Agreement

Last updated: 9 July 2026

This agreement (the “Agreement”) is for customers who reside in the UK and select countries outside the European Economic Area (Switzerland, Andorra, Gibraltar, Guernsey, Isle of Man, Jersey, Monaco, and San Marino).

CB Payments Ltd (“Coinbase Payments”, also trading as Coinbase) is authorised by the UK Financial Conduct Authority (“FCA”) under the Electronic Money Regulations 2011 (“EMRs”) (register number 900635) for the issuing of electronic money, and provides the E-Money Services described in Section 2.1.

Coinbase Payments is registered with the FCA under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (“**MLRs**”) (register number 900635) to carry out specific cryptoasset activities.

Coinbase Payments is also authorised and regulated by the FCA under the Financial Services and Markets Act 2000 (“FSMA”) as a MiFID investment firm (register number 1045733).

This Agreement is a contract between you and Coinbase Payments, a private limited company incorporated in England and Wales with company number 09708629 and whose registered office address is The Scalpel, 18th Floor, 52 Lime Street, London, United Kingdom, EC3M 7AF.

References in this Agreement to “Coinbase”, “we”, “our” or “us”, are to Coinbase Payments 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 (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, and our Prohibited Use Policy, and have read and understood our Privacy Policy.

We refer to the E-Money Services, Digital Asset Services, Additional Services, and Investment 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). Coinbase Services are provided by or on behalf of Coinbase Payments. “**Digital Asset**” means any digital 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; and “**Supported Digital Asset**” means only those particular Digital Assets listed as available to trade or custody in your Digital Asset Wallet. 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 Coinbase 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 Coinbase 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.

<u>Dispute Resolution</u>**: 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 Digital Assets can be substantial. As with any asset, the value of Digital Assets can increase or decrease and there can be a substantial risk that you lose money buying, selling, holding, or investing in Digital Assets.

The Digital Asset Services and Additional Services (other than the Coinbase Visa Debit Card) are not within the scope of the jurisdiction of the UK Financial Ombudsman Service (“FOS”). Your Digital Assets and E-Money are not subject to protection under the UK Financial Services Compensation Scheme (“FSCS”).

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

Coinbase Payments issues the E-Money in your E-Money Wallet (each term hereinafter defined). Funds received by us in exchange for your E-Money are safeguarded by Coinbase Payments in accordance with the EMRs – a regulatory requirement for all EMIs. In the unlikely event Coinbase Payments ceases trading, the value of your E-Money will be available to you, subject to charges by an insolvency practitioner/administrator. The process for distributing these safeguarded funds may take longer than a claim under the FSCS.

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 Payments:

(A) a digital wallet ("**E-Money Wallet**") enabling you to store electronic money issued by Coinbase Payments, which is denominated in fiat currency ("**E-Money**"); and

(B) certain payment services enabling you to send and receive E-Money (as set out below).

The E-Money Services are authorised and regulated under the Payment Services Regulations 2017 and Electronic Money Regulations 2011 (as applicable). Access to

E-Money Services is not automatic and is only provided where Coinbase Payments 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** for more details).

2.2. Digital Asset Services.

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

(A) one or more hosted wallets enabling you to store, track, transfer, and manage Supported Digital Assets (the "**Digital Asset Wallets**"); and

(B) a Digital Asset exchange service enabling you to obtain information for your purchases and sales of Supported Digital Assets, and (subject to certain restrictions) carry out any such purchases or sales on the Site (the "**Digital Asset Exchange Service**").

2.3. Additional Coinbase Services.

In addition to the core services (i.e. the E-Money Services and the Digital Asset Services), additional services ("**Additional Services**") may be made available by Coinbase Payments or another member of the Coinbase Group, as defined at Section 2.5 below to users that fulfill certain eligibility criteria, including, without limitation, the Additional Services described in **Appendix 3**. You may also elect to hold Supported Digital Assets in "Coinbase Vault" as further described in **Section 5.17**. Unless otherwise noted, all references to Digital Asset Wallet include Coinbase Vault.

2.4 Investment Services.

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

(A) trading services, enabling you to buy, sell, and invest in supported financial instruments (the "**Financial Instruments**"); and

(B) the service of arranging safeguarding and administration in respect of Financial Instruments that are securities.

Access to all Financial Instruments and Investment Services are not automatic and is provided by Coinbase Payments in accordance with FCA Rules, our onboarding process and internal policies.

Please see **Appendix 4** for more information.

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** and for the Investment Services as set forth in **Appendix 4**.

2.6. Coinbase Group. In this Agreement, "**Coinbase Group**" means Coinbase Payments and its corporate affiliates, including Coinbase, Inc., a Delaware corporation, which provide Digital Asset storage and wallet services.

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 Digital 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. Each customer may register only one Coinbase account.

You are fully responsible for all activity that occurs under your Coinbase Account. We may, in our sole discretion, refuse to open a Coinbase Account for you, or suspend or terminate any Coinbase Accounts (including but not limited to duplicate accounts) or suspend or terminate the trading of specific Digital Assets in your Coinbase Account or the sending of Digital 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 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) and other subscriber status details, and any such information that Coinbase is required to collect from time to time under applicable law.

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

In providing us with this or any other information that may be required, you confirm that the information is true, accurate and complete, and you have not withheld any information that may influence Coinbase's evaluation of you for the purposes of your registration for a Coinbase Account or the provision of Coinbase Services to you. You undertake to promptly notify in writing and provide Coinbase with information regarding any changes in circumstances that may cause any such information provided to become false, inaccurate or incomplete and also undertake to provide any other additional documents, records and information as may be required by Coinbase and/or applicable law. You permit us to keep records of such information. We will treat this information in accordance with **Section 11** (*Data Protection*).

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 personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and

that these agencies may respond to our enquiries in full. This is an identity check only and should have no adverse effect on your credit rating. Additionally, we may require you to wait some amount of time after completion of a transaction before permitting you to use further Coinbase Services and/or before permitting you to engage in transactions beyond certain volume limits. 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 programs, 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. In locations where you are permitted to load funds into your E-Money Wallet via debit card, the name on that debit card must match the name on your Coinbase Account. Loading of funds may be done manually, or as part of a recurring transaction that you set up on your Coinbase Account (see **Section 5.12** 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 Payments that represents the funds you have loaded. The E-Money Wallet is not a deposit or investment account which means that your E-Money will not be protected by the Financial Services Compensation Scheme. Coinbase Payments will safeguard funds received from users in accordance with the EMRs. E-Money held in an E-Money Wallet will not earn any interest. Your E-Money Wallet may hold E-Money denominated in different currencies and we will show the E-Money balance for each currency that you hold.

4.2. Purchase or Sale of Digital Assets. You may purchase Supported Digital Assets by using E-Money credited to your E-Money Wallet. To carry out a Digital 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 Digital Assets using E-Money. A purchase of Supported Digital Assets will usually be initiated on the business day we receive your instructions (subject to **Section 4.3**). Supported Digital Assets purchased with E-Money will usually be deposited in your Digital Asset Wallet instantly. Although we will attempt to deliver Supported Digital Assets to you as promptly as possible, E-Money may be debited from your E-Money Wallet before Supported Digital Assets are delivered to your Digital Asset Wallet.

You may sell Supported Digital Assets in exchange for E-Money or send Supported Digital Assets off the Coinbase Platform as soon as funds for the purchase of the Supported Digital 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 Digital 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 Digital Assets using E-Money on a non-business day or after 4:30 pm (London time) on a business day, we may treat those instructions as if they were received by us on the following business day.

4.4. Revocation. When you give us instructions to carry out a Digital Asset Transaction using E-Money, you cannot withdraw your consent to that Digital Asset Transaction unless the Digital Asset Transaction is not due to occur until an agreed date in the future e.g. if you have set up Future Transactions (see **Section 5.12** below for more details). In the case of a Future Transaction, you may withdraw your consent up until the end of the business day before the date that the Future Transaction is due to take place. To withdraw your consent to a Future Transaction, follow the instructions on the Site.

4.5. Unsuccessful Payments. If a payment to load funds into your E-Money Wallet is not successful, you authorise Coinbase Payments, in its sole discretion, either to cancel any related Digital Asset Transactions or to debit your other payment methods, including Coinbase balances or other linked accounts, in any amount necessary to complete the Digital 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 Digital 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 Digital 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 Digital 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/en-gb, 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 £35 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 £35.

Where there is a dispute between us and you regarding whether or not a transaction is an Unauthorised Transaction, we may (but are not obliged to) temporarily credit your E-Money Wallet whilst we settle the dispute. Where we determine that the transaction was 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 Ombudsman Service. If you have a complaint relating to the E-Money Services provided to you by Coinbase Payments, and that complaint cannot be resolved through the dispute process set out in **Section 10.2**, you may then be able to take unresolved complaints to the FOS. You agree that you will not raise a complaint with the FOS until the dispute process set out in **Section 10.2** has been completed**.** You can find further information about the FOS and the types of complainants eligible to submit matters to the FOS using the following details:

Address: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR

Telephone: 0800 023 4567 or 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

Website: http://www.financial-ombudsman.org.uk

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 Digital Asset Transactions or deposits or withdrawals from your E-Money Wallet or Coinbase Account.

5. DIGITAL ASSET SERVICES

5.1. In General. Your Digital Asset Wallet enables you to send Supported Digital Assets to, and request, receive, and store Supported Digital Assets from, other users or third parties outside the Coinbase Platform, by giving instructions through the Site. We recommend customers send a small amount of Supported Digital Assets as a test when sending to users or third parties outside the Coinbase Platform, before sending a significant amount of Supported Digital Assets outside the Coinbase Platform. You may not be able to send Supported Digital Assets off the Coinbase Platform until the funds for the purchase of the Supported Digital Asset have settled to Coinbase, which in the case of E-Money is usually one business day after we receive your instructions.

Coinbase enables the purchase and sale of Supported Digital Assets. The Digital Asset Exchange Service enables you to buy Supported Digital Assets on the Coinbase Site using:

(A) E-Money from your E-Money Wallet held with Coinbase Payments;

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

(C) Other types of Supported Digital Assets in your Digital Asset Wallet.

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

(D) E-Money into your E-Money Wallet held with Coinbase Payments;

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

(F) Other types of Supported Digital Assets in your Digital Asset Wallet.

The transactions described in this **Section 5.1** are referred to in this Agreement as "**Digital Asset Transactions**".

5.2. Fiat Currency Transactions (not using your E-Money Wallet). You may purchase Supported Digital Assets by linking a valid payment method to your Digital 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 Digital Assets to you as promptly as possible, funds may be debited from your selected payment method before the status of your Digital Asset Transaction is shown as complete, and the Supported Digital Asset is delivered to your Digital Asset Wallet. You may sell Supported Digital Assets in exchange for fiat currency (such as GBP or EUR) supported by Coinbase. In such circumstances, you authorise us to debit your Digital 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.

5.3. Transaction Fulfilment. We will make reasonable efforts to fulfil all purchases of Supported Digital 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).

5.4. Availability of Payment Methods. The availability of a method of payment depends on a number of factors including, for example, where you are located, the identification information you have provided to us, and limitations imposed by third party payment processors.

5.5. Conversion Fees. Each purchase or sale of Supported Digital 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 Coinbase Payments' fees and the way fees are calculated can be found on our 'Pricing and Fees Disclosures' page on the Site.

5.6. Exchange Rates. Each purchase or sale of Supported Digital Assets is also subject to the Exchange Rate for the given transaction. The "Exchange Rate" means the price of a given Supported Digital Assets 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 Digital 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 our Exchange Rates on our ‘Pricing and Fees Disclosures’ page on the Site. We do not guarantee the availability of any Exchange Rate. We do not guarantee that you will be able to buy and/or sell your Supported Digital Assets on the open market at any particular price or time.

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

You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful or if your payment method has insufficient funds, you authorise us, in our sole discretion, either to cancel the transaction or to debit your other payment methods, including balances on your E-Money Wallet and/or Digital 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.

5.8. Digital Asset Transactions. We will process Digital Asset Transactions in accordance with the instructions we receive from you. You should verify all transaction information prior to submitting instructions to us. We do not guarantee the identity of any user, receiver, requestee or other third party and we will have no liability or responsibility for ensuring that the information you provide is accurate and complete.

Digital Asset Transactions cannot be reversed once they have been broadcast to the relevant Digital Asset network. If you initiate a Digital Asset Transaction 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 Digital Asset to your Digital Asset Wallet.

We may charge network fees ("**network fees**") to process a Digital Asset Transaction on your behalf. We will calculate the network fees at our discretion, although we will always notify you of the network fees at (or before) the time you authorise the Digital Asset Transaction. A full list of Coinbase Payments' network fees can be found on our 'Pricing and Fees Disclosures' page on the Site. Network fees for each individual transaction will be disclosed to you at the time of purchase on the checkout page. When you or a third party sends Digital Assets to a Coinbase Digital 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 Digital Asset being sent is a Supported Digital 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 Digital 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 our control and we are not responsible for delays or loss incurred as a result of an error in the initiation of the transaction and have no obligation to assist in the remediation of such transactions.

Once submitted to a Digital Asset network, a Digital Asset Transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Digital Asset network. A Digital Asset Transaction is not complete while it is in a pending state. Digital Assets associated with Digital Asset Transactions that are in a pending state will be designated accordingly and will not be included in your Digital Asset Wallet balance or be available to conduct Digital Asset Transactions until confirmed by the network.

We may also refuse to process or cancel any pending Digital Asset Transaction as required by law, regulation or any court or other authority to which Coinbase is subject in any jurisdiction, for instance, if there is suspicion of money laundering, terrorist financing, fraud, or any other financial crime.

Some products and services require you to hold a sufficient balance in a particular Digital Asset in order to access. We may, at our discretion, offer an “auto-buy” feature. Where this is offered, an instruction by you to buy or access a product or service will be considered authorisation to carry out two related transactions, to (1) purchase the relevant Digital Asset, and then (2) use those Digital Assets to access the product or service. You acknowledge that where auto-buy is enabled, refunds or reversals related to the underlying product or service will be made in the relevant Digital Asset.

5.9. Supported Digital Assets. Our Digital Asset Services are available only in connection with Supported Digital Assets.

Under no circumstances should you attempt to use your Digital Asset Wallet to store, send, request, or receive Digital Assets in any form that we do not support. We assume no responsibility or liability in connection with any attempt to use your Digital Asset Wallet for Digital Assets that we do not support or with regard to a Supported Digital Asset sent to an incompatible Digital Asset wallet address. All such erroneously transmitted Digital 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 Digital Asset to a wallet associated with your Coinbase Account, then you will lose that Digital Asset. For some lost Digital Assets, Coinbase may in its sole discretion offer you the option to attempt a recovery. We may charge fees to process the recovery attempt on your behalf. We will calculate all fees at our discretion, and notify you of the applicable fees at or before the time you authorize the recovery attempt. For more information, see our 'Pricing and Fees Disclosures' page 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.

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

- 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 Digital Asset such as Bitcoin or Ethereum Classic.

- 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 Digital Asset such as Bitcoin Cash or Ethereum.

If you have any questions about which Digital Assets we currently support, please visit https://help.coinbase.com/en-gb.

5.10. Ending support of a Digital Asset. Coinbase may in its sole discretion terminate support for any Digital 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 Digital Assets off the Coinbase Platform during this time, Coinbase reserves the right to withdraw such Digital Assets from your account and credit your Coinbase Account with the market value of a Supported Digital Asset or a fiat currency (which denomination will be selected in our reasonable discretion).

5.11. USDC Wallets. Where available, you may elect to buy USD Coin ("**USDC**") from Coinbase, a Digital Asset issued by Circle Internet Financial ("**Circle**") and supported by Coinbase. You are the owner of the balance of your "**USDC Wallet**" (i.e. the Digital Asset Wallet provided to you by Coinbase Payments to hold USDC and through which Digital 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 User Agreement (located at https://www.circle.com/legal/usdc-terms), which provides additional obligations, undertakings, and limitations with respect to USDC.

5.12. Recurring Digital Asset Transactions. If you set up a recurring purchase of a Supported Digital Asset (a "**Future Transaction**"), you authorise us to initiate recurring electronic payments in accordance with your selected Digital 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 Digital 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.

5.13. Supplemental Protocols Excluded. Unless specifically announced on the Site, or otherwise as set forth in this Agreement, Supported Digital Assets excludes all other protocols and/or functionality which supplement or interact with the Supported Digital 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 Digital 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 Digital Assets and that Coinbase has no liability for any losses related to Supplemental Protocols.

5.14. Operation of Digital Asset Protocols. Coinbase does not own or control the underlying software protocols which govern the operation of Digital 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 Digital Asset you store in your Digital 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, and/or the name of the Digital Asset you store in your Digital Asset Wallet. 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 Digital 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 Digital 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 Digital Asset, fork, or other actions.

You acknowledge and accept the risks of operating changes to Digital 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 Digital Assets or protocols. You further acknowledge and accept that Coinbase has no responsibility to support new Digital Asset forks or operating changes for Digital Assets.

5.15. Fungibility of Certain Digital Assets. You acknowledge and agree that Coinbase may hold Supported Digital Assets in your Digital 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 Digital Assets in your Digital Asset Wallets, Coinbase may transfer such Digital Assets off of the primary blockchain protocol and hold such Digital 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 Digital 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 Digital Assets is wrapped or (b) the blockchain protocol on which any form of such Digital Asset is stored.

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

5.17. Third party Payments. We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or receive from, or sell or transfer to, any third party (including other users of the Digital 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 Digital Assets transferred using the Digital Asset Services, or if you have a dispute with such third party, you should resolve the dispute directly with that third party.

If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify Coinbase Support at: trust@coinbase.com so that we may consider what action to take, if any.

5.18. Coinbase Vaults. Coinbase does not support the use of multisig vaults. You may elect to use other services, such as the Coinbase Vault, which allow you to set withdrawal time-delays and create other conditions around the custody and transfer of your Supported Digital Assets. Additional rules associated with such product(s) and service(s) may apply. For more information on Coinbase Vaults, please visit [Vaults Help Page].

5.19. Digital Asset Title. All Supported Digital Assets held in your Digital Asset Wallet are assets held by the Coinbase Group for your benefit on a custodial basis.

Among other things, this means:

(A) Title to Supported Digital Assets shall at all times remain with you and shall not transfer to any company in the Coinbase Group. As the owner of Supported Digital Assets in your Digital Asset Wallet, you shall bear all risk of loss of such Supported Digital Assets. No company within the Coinbase Group shall have any liability for fluctuations in the fiat currency value of Supported Digital Assets held in your Digital Asset Wallet.

(B) None of the Supported Digital Assets in your Digital 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 Digital Asset Wallets as belonging to Coinbase. Coinbase may not grant a security interest in the Supported Digital Assets held in your Digital Asset Wallet. Except as required by a facially valid court order, or except as provided herein, Coinbase will not sell, transfer, loan, hypothecate, or otherwise alienate Digital Assets in your Digital Asset Wallet unless instructed by you or compelled by a court of competent jurisdiction to do so.

(C) You control the Supported Digital Assets held in your Digital 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 Digital Assets by sending them to a different blockchain address controlled by you or a third party.

(D) In order to more securely hold Supported Digital Assets, the Coinbase Group may use shared blockchain addresses, controlled by a member of the Coinbase Group, to hold Supported Digital Assets held on behalf of customers and/or held on behalf of Coinbase Payments. Customers' Supported Digital Assets are segregated from the Coinbase Group's (including Coinbase Payments') own Digital Assets or funds by way of separate ledger accounting entries for customer and Coinbase Group accounts. Notwithstanding the foregoing, the Coinbase Group shall not have any obligation to use different blockchain addresses to store Supported Digital Assets owned by you and Supported Digital Assets owned by other customers or by the Coinbase Group.

(E) For certain Digital Assets, the underlying protocols offer stakers the ability to vote on matters related to the governance of protocol-level issues. Coinbase may or may not support voting for such assets, and may cease supporting voting at any time in its discretion. Coinbase will comply with your instruction to vote your Supported Digital Assets to the extent Coinbase or its affiliate supports voting for such Supported Digital Assets. In certain cases, Coinbase may vote on your behalf where Coinbase or the applicable protocol does not support delegated voting; in those instances, Coinbase will vote with the protocol's recommendation.

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

6. TRANSACTIONS LIMITS

The use of all Coinbase Services is subject to a limit on the volume, stated in GBP, EUR or other fiat currency or Digital 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/en-gb.

7. SUSPENSION, TERMINATION, AND CANCELLATION

7.1. Suspension, Termination and Cancellation. We may: (a) refuse to complete, or place on hold, block, cancel or reverse a transaction you have authorised (even after funds have been debited from your Coinbase Account), (b) suspend, restrict, or terminate your access to any or all of the Coinbase Services, and/or (c) deactivate or cancel your Coinbase Account with immediate effect for good 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 Digital Assets in your Digital 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 Digital Asset Wallet is declined.

7.2. If we refuse to complete a transaction and/or suspend, restrict or close your Coinbase Account, and/or terminate your use of Coinbase Services, we will (unless it would be unlawful for us to do so) provide you with notice of our actions and the reasons for refusal, suspension or closure, and where appropriate, with the procedure for correcting any factual errors that led to the refusal, suspension or closure of your Coinbase Account. In the event that we refuse to complete a transaction and/or suspend your Coinbase Account we will lift the suspension or complete the transaction as soon as reasonably practicable once the reasons for refusal and/or suspension no longer exist. However, we are under no obligation to allow you to reinstate a transaction at the same price or on the same terms as the suspended, reversed or cancelled transaction.

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 three months' notice. You acknowledge that our decision

to take certain actions, including limiting access to, suspending, or closing your Coinbase Account, may be based on confidential criteria that are essential for the purposes of our risk management and security protocols. You agree that Coinbase is under no obligation to disclose the details of its risk management and security procedures to you.

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

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

(B) at any point in the six-year period commencing with the date of the termination of this Agreement for the purposes of transferring 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 Digital 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 of account closure.

7.4. 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, or the rights of any third party.

8.3. Limitations of Liability. Coinbase's total aggregate liability to you for any individual claim or series of connected claims for losses, costs, liabilities or expenses which you may suffer arising out of, or in connection with, any breach by Coinbase of this Agreement shall be limited to a maximum aggregate value of the combined value of the Supported Digital Assets and E-Money on deposit in your E-Money Wallet and your Digital Asset Wallet at the time of the breach by Coinbase giving rise to your claim. Where we are considering a specific claim relating to a specific transaction this sum shall be further limited to the purchase / sale amount (as relevant) of the transaction in dispute.

8.4. Limitation of loss. In addition to the liability cap at **Section 8.3** (*Limitations of Liability*) above, in no event shall we, our affiliates or service providers, or any of our or their respective officers, directors, agents, employees or representatives, be liable for any of the following types of loss or damage arising under or in connection with this Agreement or otherwise:

(A) any loss of profits or loss of expected revenue or gains, including any loss of anticipated trading profits and/or any actual or hypothetical trading losses, whether direct or indirect, even if we are advised of or knew or should have known of the possibility of the same; or any damages arising out of or relating to Digital Assets that are not Supported Digital 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 Digital Asset Transaction properly, your damages are limited to no more than the lesser of the combined total value of the Supported Digital Assets and E-Money at issue in the transaction, or the combined total value of the Supported Digital 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 Digital 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 Digital 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; 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 Digital Asset Transactions, requests for debits and credits involving Digital 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 abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all effects to the contrary, nor are we liable where the breach is due to the application of mandatory legal rules.

9. SITE AVAILABILITY AND ACCURACY

9.1. Access & Availability. Access to Coinbase Services may become degraded or unavailable during times of significant volatility or volume. This could result in limitations on access to your Coinbase Account or the Coinbase Services, including the inability to initiate or complete 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 Digital 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 Digital 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/en-gb.

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

In the event of a complaint which has not been resolved through your contact with Coinbase Support, please use our complaint form to set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. The complaint form can be found on the Coinbase support pages, https://help.coinbase.com/en-gb or can be requested from Coinbase Customer Support, who are also able to assist with this process where an oral complaint is raised.

We will send you a prompt written acknowledgement once we have received your complaint to confirm that we have received the complaint and we are dealing with it, and indicating by when you will receive a written response from us (as explained further below).

Within 15 business days of our receipt of your complaint regarding the E-Money Services or the Coinbase Services in the context of the Card, and within eight weeks of our receipt of your complaint regarding Digital Assets Services, other Additional Services (for avoidance of doubt, not including Coinbase Services in the context of the Card), or Investment Services, respectively, we will send you an email notification: (i) with final resolution of your complaint informing you whether your complaint is upheld, partially upheld or rejected, or (ii) that we need additional time to consider your complaint (along with a reason for the need for additional time and an estimated date by which we will be able to provide the final resolution specified in (i) above). In any event, for complaints regarding the E-Money Services or the Coinbase Services in the context of the Card we will send you an email notification specified above within 35 business days after we receive your complaint.

Any resolution made to you will only become binding on us if accepted by you. A resolution will not constitute any admission by us of any wrongdoing or liability regarding the subject matter of the complaint.

10.3. If we have not been able to resolve your complaint via the complaint process set out in **Section 10.2** above, you may escalate your complaint via the dispute processes set out in **Sections 10.4(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 **Sections 10.4(A)** to **10.4(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 FOS as further described in Section 4.13.

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

(C) Disputes related to Investment Services. If your complaint relates to any Investment Services, you may be entitled to take that complaint to the FOS as further described in **Appendix 4, Section 12**.

11. DATA PROTECTION

11.1. Personal Data. You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided (or in the future provide) to us in relation to your employees and other associated 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, Digital 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, Digital 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 (each, a "**Security Breach**"), you must:

(A) notify Coinbase Support immediately via and follow the instructions at Compromised Account Help Page. 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. GENERAL

13.1. Your Compliance with Applicable Law. You must comply with all applicable laws, regulations, licensing requirements and third party rights (including, without limitation, data privacy laws and anti-money laundering and countering the financing of terrorism laws) in your use of the Coinbase Services, the Coinbase Platform and the Site.

13.2. Limited Licence. 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 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 United States 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.

13.3. 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 Digital Assets through the Site or Coinbase Services, you agree that you will comply with all applicable law. You are not permitted to acquire Digital 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 United Kingdom Office of Financial Sanctions Implementation, 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. Taxes. The tax treatment of Digital 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 Digital Asset Transactions.

13.8. Unclaimed Property. If we hold E-Money or Supported Digital 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 Digital 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.

13.9. 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.

13.10. 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.

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

13.12. Transfer and Assignment. This Agreement is personal to you and you cannot transfer or assign your rights, licenses, interests and/or obligations to anyone else. We 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.

13.13. Security Interests. You must not create security over your E-Money or Digital Assets unless you have obtained our prior approval in writing.

13.14. Invalidity. If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision. If any provision is found unenforceable, the unenforceable provision will be severed, and the remaining provisions will be enforced.

13.15. Enforcement of Our Rights. We may not always strictly enforce our rights under this Agreement. If we do choose not to enforce our rights at any time, this is a temporary measure and we may enforce our rights strictly again at any time.

13.16. Language. This Agreement and any information or notifications that you or we are to provide should be in English. Any translation of this Agreement or other documents is provided for your convenience only and may not accurately represent the information in the original English. In the event of any inconsistency, the English language version of this Agreement or other documents shall prevail.

13.17. Change of Control. In the event that Coinbase is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you and our relationship with you (including this Agreement) as part of such merger, acquisition, sale, or other change of control.

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

13.19. Governing Law and Jurisdiction. This Agreement and the relationship between us shall be governed by the laws of England and Wales and noting Section 10.4(b), the non-exclusive jurisdiction of the courts of England and Wales, subject to any local mandatory law, or rights available to Consumers.

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 Trading, instant buy limits, Digital 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/en-gb 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; 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/en-gb. 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/en-gb.

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. The card is governed by separate terms and conditions of business you enter with Paysafe Financial Services Limited ("**Paysafe Terms**"). A reference to "**Paysafe**" in these Card Terms is a reference to Paysafe Financial Services Limited. The Card will be linked to your E-Money Wallet and Digital Asset Wallet and will allow you to spend fiat or sell Digital Assets held in your Digital 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 Coinbase. Coinbase is responsible for providing you with both the Digital Asset Services (i.e. selling the underlying Digital Assets) and the E-Money Services (i.e. the issuance of E-Money and arranging payments in fiat currency). The Coinbase entity that provides you with these services, including its registered offices, and details as to whether or not it is regulated, is set out in the Agreement.

(B) Paysafe Financial Services Limited. Paysafe Financial Services Limited is a private limited company which is incorporated and registered in England and Wales with company number 04478861 and whose registered office is at Floor 27, 25 Canada Square, London, United Kingdom E14 5LQ. Paysafe is authorised by the FCA under the Electronic Money Regulations 2011 (Register reference 900015) for the issuing of electronic money. Paysafe is an issuing member of 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 Coinbase 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 Digital 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 Digital 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 on the same amount to the merchant via the Visa network (the "**Card Scheme**").

(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 Digital 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 time 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 Card Scheme's 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 Digital Assets in the context of a Card Transaction, we will charge fees and spread as described in **Section 2.4** of this Agreement.

(B) Exchange Rates. In accordance with the Agreement, sales of Digital Assets will be subject to the Exchange Rate at the time of the given Card Transaction. The Coinbase platform will show details of the Exchange Rate applied on the transaction details page within the app.

(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 The Scalpel, 18th Floor, 52 Lime Street, London EC3M 7AF, United Kingdom;

(2) contact us via our Customer Support webpage at https://help.coinbase.com/en-gb;

(3) e-mail us at cardsupport@coinbase.com; and/or

(4) contact us via the toll-free IVR line at +44 8081697412.

(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 on the Coinbase Platform.

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

you must notify us immediately via e-mail, the Coinbase Platform, 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 Digital 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 Digital 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 opening multiple Coinbase Accounts or abusing promotions which we may offer from time to time; and/or

(9) you have insufficient Digital Assets in your Digital 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. USDC Rewards

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

2.1. Eligibility. If you are eligible, you can earn rewards for holding USDC in your Coinbase Account. So long as you hold at least $1 of USDC in your Coinbase Account, you will automatically earn amounts of USDC as described below in the “Calculation” section (“**USDC Rewards**”). If at any time you do not hold at least $1 of USDC in your Coinbase Account, your enrollment in USDC Rewards will be paused until such time that you do hold at least $1 of USDC in your Coinbase Account. During such period you will retain all USDC Rewards previously accrued but not yet distributed. Such accrued rewards will be distributed as described below in the “Calculation” section. If at any time you are deemed ineligible, your enrollment in USDC Rewards will be similarly paused. You can opt-out of, or back into, USDC Rewards at any time by following the instructions here. If you opt-out of USDC Rewards or close your Coinbase Account, you will forfeit the rewards you have accrued (that are not yet distributed for the current calendar month) up to that time.

2.2. Calculation. Rewards are earned on a daily basis in the form of USDC at the then current USDC Rewards Rate. Our current USDC Rewards Rate can be found here. Our current USDC Rewards Annual Percentage Yield, which includes the effect of weekly compounding, can be found here and here. Rewards earned in a particular week are airdropped into your Coinbase USDC Wallet within five (5) business days after the start of the next calendar week. USDC Rewards distributed to you are rounded-down to the nearest sixth decimal place. We use the Daily Balance Method to determine the rewards you earn for a particular day, using your average balance of USDC on that specific day as that day's balance. The rate used to determine rewards earned for a particular day is the then current USDC Rewards Rate divided by 365. Based on your selected preference, rewards accrued in USDC may be distributed to you in an equivalent value of another supported digital asset. Any such rewards distributed in a digital asset other than USDC are subject to market volatility and may gain or lose value.

2.3. Changes. We reserve the right to change the USDC Rewards Rate Annual Percentage Yield at any time by notification here and here and by other reasonable means of notice (including e-mail). Unless otherwise stated in the notice, no change will be effective until the first day of the calendar month after such notice is made. We reserve the right to add, change, or delete any provision of these terms and to terminate the USDC rewards program, or your participation in the program, at any time upon notice made in the same manner. This USDC rewards program shall automatically terminate on the date falling 364 days from the date of enrollment unless the user re-enrolls.

2.4. Definitions.

(A) “**USDC Rewards Rate**” means the annual rate of rewards earned on a USDC wallet, which does not reflect compounding. The current USDC Rewards Rate can be found here.

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

(C) “**Daily Balance Method**” means the application of the daily periodic rate (derived from the APY) to the calendar day average of USDC held in your USDC Wallet each day.

3. Staking Services

3.1. General. When you hold Supported Digital Assets with us you may be given the option to “stake” these assets in a third party proof of stake network via staking services provided by us 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 Digital 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 3**.

3.2. Staking Service is Optional and Does Not Affect Ownership. Staking services may be made available for some or all of your Supported Digital Assets. YOU ARE NOT REQUIRED TO STAKE WITH US AND YOU CAN OPT-OUT OF OUR STAKING SERVICES AT ANY TIME. FOR MORE INFORMATION VISIT THE HELP CENTER. If you choose to stake, Coinbase will perform blockchain operations involving your Supported Digital Assets as described below. This instruction to stake your Supported Digital Assets does not affect the ownership of your Supported Digital Assets in any way. For the avoidance of doubt, the provisions for Digital Asset title described in **Section 5.19** above apply whether or not a Supported Digital Asset is staked.

3.3. The Service; Rewards; Commission; Limitations. (a) If you stake your Supported Digital Assets with us, we, or one of our affiliates, will enable the staking of those assets on your behalf, by acting as a transaction validator on the applicable network for the Supported Digital Asset you stake. Depending on the protocol, there may be a delay before your Supported Digital Assets are eligible to participate in the transaction validation process and earn rewards. If we or one of our affiliates successfully performs a validation task in that Supported Digital Asset's network, you may earn a reward granted by that Supported Digital Asset network. Rewards are determined by the protocols of the applicable network. If the applicable network distributes any rewards in unstaked form, Coinbase 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 3.5** 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 Coinbase. We will credit your account for any earned rewards after we receive it, minus a commission. The current commission for each Supported Digital Asset can be found in the Help Center. We may change these published commissions at any time, including after your Supported Digital Assets have been staked. Coinbase may also offer lower commissions for certain Supported Digital Assets on a promotional basis, and these promotional commissions may differ among Coinbase users. You will be notified if you receive a promotional commission offer. In addition, Coinbase One members may have the opportunity to opt-in to lower commissions for certain Supported Digital Assets, meaning opted-in Coinbase One members will have access to higher net reward rates for those Supported Digital Assets ("**Boosted Staking Rewards**").

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

3.5. Protocol Lockups and Unstaking. Some Digital Asset networks require that a certain amount of staked Digital Assets be locked (restricted from sale or transfer) for a period of time while staking. You will need to request for your staked Supported Digital Assets to be unstaked before they can be sold or transferred. When you request to unstake, Coinbase will take blockchain operations on your behalf to wind-down your Supported Digital 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.

3.6. No Guarantee of Rewards. You have no right to a reward until we receive it. Rewards will be distributed to your account promptly after we receive it, except that Boosted Staking Rewards will be distributed in the month after they are received by us, within the first 5 business days of the month. Unless otherwise specified, the "staking rewards rate" disclosed by us for a particular Supported Digital Asset is an annualized historical rate based on the staking rewards generated by us in providing staking services to our customers for that Supported Digital Asset, minus our commission. This rate is an estimate and changes over time. WE DO 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.

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

3.8. 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 3.9**;

(B) cbETH held in your Digital Asset Wallet represents ownership of ETH staked with us in accordance with this **Appendix 3, Section 3** (including any associated rewards and minus any of our fees and slashing penalties). By wrapping staked ETH as cbETH, you remain entitled to all of the economic value, risk, and rewards of the staked ETH.

(C) Selling or otherwise transferring cbETH automatically transfers ownership of the staked ETH and the right to redeem described in **Appendix 3, Section 3.9** below, and entitles the recipient to the attendant economic value, risk, and rewards of the staked ETH, subject to the terms of this Agreement. For avoidance of doubt, receiving cbETH does not by itself create a contractual relationship with Coinbase Payments, and in all cases the right to redeem cbETH is subject to the terms set forth in **Appendix 3, Section 3.9** below.

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

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

(F) The staked ETH and rewards held by the Coinbase Group on behalf of cbETH holders are subject to the risk of slashing described in **Appendix 3, Section 3.4** above.

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

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

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

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

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

(K) Neither we 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 we nor any other entity of the Coinbase Group is responsible for any losses of cbETH due to the failure of third-party protocol, software or technology.

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

(M) As with other Digital 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.

3.9. Unwrapping/Redemption of cbETH

(A) If you hold cbETH in your Digital Asset Wallet and satisfy eligibility requirements, you may instruct us to “unwrap” cbETH held in your Digital Asset Wallet, thereby redeeming your cbETH for staked ETH plus any associated rewards and minus any Coinbase Payments 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 3.5** above.

(B) To unwrap cbETH, you will need to be a customer of either Coinbase Payments 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.

3.10. Third-Party Liquid Staking Tokens.

If you have staked a Supported Digital Asset through Coinbase, you may be able to wrap that staked asset into a third-party liquid staking token (each a "**Third-Party LST**") and later unwrap it back to the underlying staked asset. Please visit our Help Center for more information on the Third-Party LSTs we support. If you hold a Third-Party LST in your Digital Asset Wallet, whether or not you obtained it through wrapping on Coinbase, the provisions of this Section apply to your relationship with us with respect to that Third-Party LST. This Section governs Third-Party LSTs and does not govern cbETH, which is governed by **Appendix 3, Section 3.8 – 3.9**.

3.10.1 What a Third-Party LST represents. A Third-Party LST is a Digital Asset minted by a third-party or its smart contracts. In broad terms, it represents your entitlement to a corresponding unit of the underlying staked asset, plus accrued rewards, redeemable subject to the operating rules of the third-party protocol. By holding a Third-Party LST, you remain entitled to the economic value, risk, and rewards of the underlying staked asset. We do not hold or control the underlying assets, and we do not mint the Third-Party LST. The Third-Party LST itself, when held in your Digital Asset Wallet, is custodied under **Section 5.19** like any other Digital Asset.

3.10.2 How wrapping works. When you choose to wrap your staked asset into a Third-Party LST, Coinbase takes blockchain operations on your behalf to deposit your asset (and any accrued rewards) into the third-party protocol, and the resulting Third-Party LST is reflected in your Digital Asset Wallet. The quantity of Third-Party LST you receive is set by the conversion rate published by that protocol or an operator of that protocol at the time of the wrap. The conversion rate may fluctuate over time based on protocol rewards, slashing, validator performance, and other factors outside Coinbase's control.

3.10.3 How unwrapping works. If you hold a Third-Party LST in your Digital Asset Wallet and meet the eligibility requirements, you may instruct us to unwrap it. Coinbase will undertake blockchain operations on your behalf to submit a redemption request to the third-party protocol, sending the Third-Party LST to the protocol in exchange for the corresponding amount of the underlying staked asset at the pertinent conversion rate. The underlying staked asset and any accrued rewards (as factored into the conversion rate) will remain locked in the third-party protocol until you instruct us to unstake those assets and the protocol unstaking process is complete, as described in **Appendix 3, Section 3.5**. Unwrap requests may not be processed immediately and may be subject to the timing of the underlying blockchain network and the third-party protocol.

3.10.4 Our role. Coinbase undertakes blockchain operations to facilitate the wrapping and/or unwrapping of a Third-Party LST on your behalf. Coinbase does not govern the third-party protocols or the underlying blockchain networks.

3.10.5 Eligibility and availability. Geographic restrictions and limitations may apply, and eligibility is subject to change without prior notice.

3.10.6 Terms of use. By wrapping a staked asset into a Third-Party LST or unwrapping a Third-Party LST into the underlying staked asset, you understand and agree that:

(A) Once wrapped, you cannot redeem the underlying staked asset or claim its accrued rewards except by unwrapping the Third-Party LST as described in **Appendix 3, Section 3.10.3**.

(B) The staked asset underlying a Third-Party LST is subject to validator-level and protocol-level penalties (which may include slashing on networks that implement it) and other protocol-level risks.

(C) We do not guarantee the value of the underlying staked asset or any accrued rewards, and are not responsible for any decrease in value, including any decrease from validator-level or protocol-level penalties incurred at the third-party protocol level.

(D) The market price of a Third-Party LST may differ from the implied value of the underlying staked asset.

(E) We do not guarantee a successful unwrap, exchange, or sale of any Third-Party LST, and will not backstop or otherwise intervene to provide Third-Party LST liquidity.

(F) We do not guarantee the security or functionality of any third-party protocol, software, or technology related to a Third-Party LST and are not responsible for losses caused by their failure.

(G) We do not own or control the underlying blockchain network or the third-party staking protocol. Each Third-Party LST is subject to **Section 5.14** of this Agreement, like other Digital Assets.

(H) Regulatory actions could affect any Third-Party LST and limit the services we can provide with respect to it.

4. Advanced Trading

4.1. General. Coinbase offers, and eligible users may access, an order book for various Supported Digital Assets and fiat currency trading pairs (each an "**Order Book**") on the Site ("**Advanced Trading**"). See your Coinbase Account to see what Order Books are available within Advanced Trading. By accessing Advanced Trading or the Coinbase API for Advanced Trading, you accept and agree to be bound by the Trading Rules available at https://www.coinbase.com/legal/trading_rules (the "**Trading Rules**").

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

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

(C) Trading Account Use. You may not sell, lease, furnish, or otherwise permit or provide access to your Trading Account to any other entity or to any individual that is not your employee or agent. You accept full responsibility for your employees' or agents' use of Advanced Trading, whether such use is directly through Coinbase or by other means, such as those facilitated through API keys, and/or applications which you may authorize. You understand and agree that you are responsible for any and all orders, trades, and other instructions entered into Advanced Trading including identifiers, permissions, passwords, and security codes associated with your Account.

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

5. Coinbase One

5.1. Subscription-Based Membership. Coinbase One is a subscription-based membership. A Coinbase One subscription renews automatically and requires recurring payments.

5.2. 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.

5.3. Subscription Fee 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 Digital 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 Digital Asset balance.

5.4. Paying Subscription Fee with Digital Assets. When using Digital 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 Digital Assets (calculated using the prevailing prices for the Digital Assets as reasonably determined by Coinbase at time of execution) sufficient to pay your subscription fee. You acknowledge that this payment via Digital Assets is subject to **Section 13.7** (“Taxes”) of the Agreement.

5.5. 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.

5.6. 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.

5.7. 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.

6. Coinbase Verifications

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

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

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

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

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

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

6.3. Use. Certain decentralized applications (each, a "**Dapp**") may provide you with access to their applications because you are a holder of one or more Coinbase Attestations. If you do not wish to share any of the personal information that may be contained in a Coinbase Attestation, then do not use the Coinbase verifications service.

We reserve the right to modify the scope of any Coinbase Attestation and the corresponding schema at any time without notice.

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

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

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

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

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

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

6.5. 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.

7. Coinbase Wrapped Tokens

7.1. Sending Coinbase Wrapped Tokens. In some jurisdictions, you may choose to effectuate a transfer of a native Digital Asset for which Coinbase provides wrapping services in accordance with the terms herein (each a "**Wrappable Native Token**") from your Digital Asset Wallet to an external wallet on a supported protocol, by directing Coinbase Payments 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 Coinbase Payments 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://view-su2.highspot.com/viewer/577d16988a5ade83d79b2be4e4fc67e1#1.

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

7.1.1. Coinbase Wrapped Tokens cannot be held on the Coinbase platform, and are only made available to you by Coinbase Payments in connection with a transfer of a corresponding Wrappable Native Tokens from your Digital Asset Wallet to an external wallet on supported protocols. Any Coinbase Wrapped Token deposited to your Digital Asset Wallet from an external wallet address will be automatically converted to a corresponding Wrappable Native Token in accordance with, and subject to the conditions set forth in, **Section 7.3** of this **Appendix 3**.

7.1.2. 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 7.3** below.

7.1.3. Each Coinbase Wrapped Token represents ownership of a corresponding Wrappable Native Token held by the Coinbase Group in accordance with **Section 7.1.5** of this **Appendix 3**. 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.

7.1.4. 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 7.3** 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.

7.1.5. 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 Coinbase Payments 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 holders of a corresponding Coinbase Wrapped Token to the same extent as any Wrappable Native Token held by the Coinbase Group on behalf of its customers.

7.1.6. Coinbase Wrapped Tokens are ERC-20 tokens and may be compatible with protocols or other software or technology provided by third parties.

7.2. 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:

7.2.1. Neither Coinbase Payments 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.

7.2.2. Neither Coinbase Payments 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.

7.2.3. The external price of a relevant 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, Coinbase Payments may exercise its right to pause redemptions in accordance with **Section 7.3.3** of this **Appendix 3**.

7.2.4. Neither Coinbase Payments 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 Coinbase Payments 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.

7.2.5. Neither Coinbase Payments 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.

7.2.6. As with the protocols for other Digital Assets, neither Coinbase Payments 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 Digital Assets.

7.2.7. As with other Digital 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.

7.3. Unwrapping/Redemption of a Coinbase Wrapped Token

7.3.1. If you initiate a transfer of a Coinbase Wrapped Token from an external wallet to your Digital Asset Wallet and you satisfy the eligibility requirements set forth in **Section 7.3.2** below, Coinbase Payments will automatically "unwrap" such Coinbase Wrapped Token and deposit a corresponding Wrappable Native Token to your Digital Asset Wallet, thereby redeeming your Coinbase Wrapped Token for a corresponding Wrappable Native Token.

7.3.2. To successfully complete a transfer of a Coinbase Wrapped Token from an external wallet to your Digital Asset Wallet, you will need to be a customer of either Coinbase Payments 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 Digital Asset Wallet (which, for the avoidance of doubt, will result in Coinbase Payments "unwrapping" such Coinbase Wrapped Token and depositing a corresponding Wrappable Native Token to your Digital Asset Wallet as described in **Section 7.3.1** above) may not be processed immediately.

7.3.3. Additionally, Coinbase Payments 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 Coinbase Payment'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.

7.3.4. 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 7.1.5** 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 7.1.5** 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.

7.4. Additional Terms.

7.4.1. Fees. Coinbase Payments 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.

7.4.2. 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 Digital 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 Digital 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 Digital Asset Wallet.

8. Coinbase Instant Access Savings Account powered by ClearBank

8.1. Instant Access Savings Terms. The terms and conditions in this Appendix ("**Instant Access Savings Terms**") are supplemental to, and form part of, the Agreement. Words and expressions defined in the Agreement shall have the same meaning when used in these Instant Access Savings Terms and additional definitions are used in these Instant Access Savings Terms. By accepting these Instant Access Savings Terms, you agree to amend the Agreement to incorporate these Instant Access Savings Terms. These Instant Access Savings Terms govern the basis on which Coinbase will make available an Instant Access Savings Account (powered by ClearBank Limited ("**ClearBank**")) and accessed on the Coinbase Platform (the "**Instant Access Savings Account**"). ClearBank is the provider of the Instant Access Savings Account and they have their own terms and conditions (the "**ClearBank Terms**") for their services, which can be accessed here. By applying to open an Instant Access Savings Account you are agreeing to these Instant Access Savings Terms and also agreeing to the ClearBank Terms.

8.2. Instant Access Savings Account. The Instant Access Savings Account is an interest-bearing savings account at ClearBank, which is a bank authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority under firm reference number 754568.

8.3. How your Instant Savings Account works. To access your Instant Access Savings Account, you must access the Coinbase Platform. You can only manage your Instant Access Savings Account through the Coinbase Platform. This includes transferring money into and withdrawing money out of your Instant Access Savings Account, viewing your balance and transaction history, requesting statements and closing your Instant Access Savings Account. When you open your Instant Access Savings Account, you are required to have an "E-Money Wallet" on the Coinbase Platform which is held solely in your name. Funds can only be transferred between your Instant Access Savings Account and your E-Money Wallet.

8.4. Paying into your Instant Access Savings Account. You can deposit money from your E-Money Wallet into your Instant Access Savings Account at any time via the Coinbase Platform. When you deposit money from your E-Money Wallet into your Instant Access Savings Account, this amount will be deposited on your behalf into the account held with ClearBank in your name. All payment instructions are non-reversible.

In most cases, the money will reach ClearBank within 2 hours. However, it may take up to three working days for the money to get to ClearBank. Sometimes we or ClearBank need to make checks or ask you for further information before we can carry out a payment instruction, which may delay the payment. For the avoidance of doubt, we may make further checks in line with **Section 3.3** of the Agreement.

8.5. Withdrawing money from your Instant Access Savings Account. You can withdraw money from your Instant Access Savings Account into your E-Money Wallet on the Coinbase Platform by providing all the information requested. Payment instructions authorised through the Coinbase Platform will be processed immediately. Your funds will usually be received into your E-Money Wallet within 24 hours. As payment is processed immediately, it is not possible to cancel a payment out of your Instant Access Savings Account once a payment has been made.

8.6. Reporting unauthorised payments. If you think a transaction that was not authorised by you has been processed or that a transaction has not been carried out in accordance with your instructions, you must contact Coinbase immediately via our 'Customer Support' webpage at https://help.coinbase.com/en-gb. For the avoidance of doubt **Sections 4.9(A)** and **4.9(B)** of the Agreement will apply to your Instant Access Savings Account.

8.7. Keeping your Instant Access Savings Account safe. You must take reasonable steps to keep safe any security details relevant to the access and use of your Instant Access Savings Account, such as any passwords or PINs used to access the Coinbase Platform, and you should never share your security details with anyone. If someone makes an unauthorised payment out of your Instant Access Savings Account because you have failed to keep your security details safe, we will not normally refund the payment.

If you think that someone might have unauthorised access to your security details, or your account security has been compromised then you must let Coinbase know as soon as you can. For the avoidance of doubt **Section 12** of the Agreement will apply.

8.8. When we won't make payments or can delay payments. We will follow your payment instructions for payments into or out of the Instant Access Savings Account unless:

(a) the ClearBank Terms prohibit it;

(b) we need further information to complete the payment and you don't provide it to us;

(c) we reasonably suspect your instruction is connected to, or is at high risk of being connected to, a scam, fraud or any other criminal activity;

(d) we reasonably believe that making the payment would cause us to breach any law or regulation;

(e) your Instant Access Savings Account, or access to it, is restricted or suspended by us or ClearBank; or

(f) we think the instructions are unclear, and you can't provide clarification in a timely manner.

Unless we are prevented by a legal, regulatory or security reason, you will be notified through the Coinbase Platform when a payment instruction has not been followed.

8.9. Closing your account. You can close your Instant Access Savings Account at any time via the Coinbase Platform. We can close your Instant Access Savings Account and end these Instant Access Savings Terms by giving you 2 months' notice where we need to do so in accordance with applicable law or our agreement with ClearBank. If you have not funded your Instant Access Savings Account within one month of opening it, we or ClearBank can close the account without notice. If you have a zero balance and have not had a positive balance for three consecutive months, we may close your account upon expiry of one month's notice if you do not add money to your Instant Access Savings Account during the notice period. In order to close your Instant Access Savings Account, you will need to withdraw all funds prior to closing it. Upon closure of your

Instant Access Savings Account, ClearBank will send the balance of your Instant Access Savings Account to your E-Money Wallet in accordance with the ClearBank Terms.

8.10. Interest Rate on Instant Access Savings Accounts. The interest rate paid on the funds held in your Instant Access Savings Account is variable and will be calculated daily at the rate indicated in the summary box accessible on the Coinbase Platform (the "**Summary Box**") which can be found here. Your interest rate may also vary depending on your Coinbase One membership plan. Interest will be calculated based on the actual number of days in the current calendar year. In most cases the money you deposit from your Coinbase Account will reach ClearBank within 2 hours. However, it may take up to three working days for the money to get to ClearBank. All amounts received by ClearBank before 11:59:59pm on any working day will be cleared on the day of receipt and interest is calculated from that day and will be paid on the next calendar day. Interest will not be calculated and paid for the day on which money is withdrawn from your Instant Access Savings Account, including the day on which your Instant Access Savings Account is closed. Coinbase can change the interest rate on your Instant Access Savings Account for any reason at any time if we believe the change is appropriate and reasonable. The Summary Box and the ClearBank Terms explain when your interest rate may change and how much notice you may receive. If we decrease your interest rate, we will give you at least 14 days notice unless such decrease is due to a reduction in the Bank of England base rate. If the change is due to the Bank of England rate changing, we do not have to give you any prior notice however we will notify you as soon as reasonably possible thereafter.

8.11. Changes to these terms. Subject to **8.10**, we will give you 2 months' notice of any material changes to the terms that apply to your Instant Access Savings Account. The date when the change will take effect will be included in the notice. In some cases, you may not be notified in advance of a change being made however we will notify you as soon as reasonably possible thereafter.

If you do not want to accept any changes you are notified of in advance, you can close your Instant Access Savings Account through the Coinbase Platform at any time before the change takes place.

8.12. FSCS Protection. ClearBank is covered by the Financial Services Compensation Scheme (FSCS), which is the UK's deposit guarantee scheme. If they are unable to meet their financial obligations, you may be entitled to compensation from the FSCS. The FSCS only protects certain depositors and there are maximum limits on the amount of compensation that can be claimed, with compensation currently limited to a maximum of £120,000 per depositor per bank. More information is available on the FSCS Information Sheet at https://clear.bank/fscs-protection.

8.13. Eligibility. To be eligible to open and maintain an Instant Access Savings Account, you must (a) have a Coinbase Account, (b) have successfully completed identity verification, (c) not be in breach of the Agreement and be eligible to transact on the Coinbase Platform, (d) be at least 18 years of age, (e) be a UK tax resident only (you must notify us promptly if your tax residency changes) and (f) not be a US person or US citizen.

If your personal details change or you no longer meet our eligibility requirements (such as being a UK tax resident only and not a US person or US citizen), you must tell us as soon as possible through the Coinbase Platform. This includes changes to your home address, email address, contact numbers, name or nationality.

8.14. Restriction, Suspension and Account Closure. Your Instant Access Savings Account may be restricted, suspended or closed with immediate effect in situations where:

1. You no longer meet the eligibility requirements to hold an Instant Access Savings Account;

2. We are, in our reasonable opinion, required to do so by contract or by applicable law or any court or other authority to which we are subject in any jurisdiction or you have broken applicable law;
3. We reasonably suspect you of acting in breach of these Instant Access Savings Terms (including any provision of the Agreement), or the ClearBank Terms;
4. We reasonably suspect you have breached our Behaviour Policy or our Policy on Prohibited Use, Prohibited Businesses and Conditional Use;
5. We have concerns that a deposit is erroneous or about the security of your Instant Access Savings Account or we suspect the Coinbase Services are being used in a fraudulent or unauthorised manner;
6. We suspect money laundering, terrorist financing, fraud, or any other financial crime;
7. Use of your Coinbase Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Coinbase Account activity;
8. ClearBank restricts, suspends or closes your Instant Access Savings Account under the ClearBank Terms;
9. You take any action that may circumvent our controls such as opening multiple Coinbase Accounts or abusing promotions which we may offer from time to time;
10. We detect suspicious activity on your Coinbase Account, including if we suspect your account has been compromised, you report to Coinbase that your account has been compromised, or you lock your account. Your ability to withdraw money from or deposit money into your Instant Access Savings Account will resume once we determine the suspicious activity has ended.

8.15. Tax. It is your responsibility to determine what, if any, tax obligations you have as a result of using the Instant Access Savings Account. We can't provide tax, financial or legal advice. If you are in doubt, you should speak to an independent advisor.

8.16. Data Protection. In order to provide you with the Instant Access Savings Account, we will need to share your personal data (including your names, identification details, contact details and financial information) with ClearBank. ClearBank acts as an independent data controller with respect to the personal data they receive from us. For more information about how ClearBank will handle your personal data, please refer to ClearBank's Privacy Notice. For more information about how we handle your personal data, see our Privacy Policy.

8.17. Coinbase Liability. In addition to any limitation of liability expressed elsewhere in the Agreement, Coinbase will not be liable to you for any loss arising from ClearBank failing to meet its obligations, including its obligations under the Clearbank Terms, or restricting, suspending or closing your Instant Access Savings Account or declining a deposit that you make or attempt to make into your Instant Access Savings Account.

8.18. Complaints. If you wish to make a complaint, please refer to **Section 10.2** of the Agreement which sets out the process for complaints relating to your Instant Access Savings Account.

If your complaint relates to your Instant Access Savings Account as provided by ClearBank, and that complaint cannot be resolved through the dispute resolution process set out in **Section 10.2** of the Agreement, then you may, if your complaint falls within the Financial Ombudsman Service's jurisdiction, be able to take any unresolved complaints to the Financial Ombudsman Service (FOS, http://www.financial-ombudsman.org.uk/). You can call the FOS on 0800 023 4567 or 0300 123 9 123 or write to the FOS at Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR.

8.19. Contact Us. If you believe that a transaction using your Instant Access Savings Account has been carried out that you did not authorise, or if you have reason to believe that a transaction using your Instant Access Savings Account has been incorrectly carried out or is not complete or in error, you must contact us as soon as possible via our help page at https://help.coinbase.com/en-gb.

8.20. APP Scam Claims. Effective from 7 October 2024, new rules protect victims of Authorised Push Payment ("APP") scams (the "FPS Reimbursement Rules"). If you are eligible for reimbursement under the FPS Reimbursement Rules Coinbase will provide you with the level of reimbursement specified by the FPS Reimbursement Rules. For more information about the FPS Reimbursement Rules (including the full eligibility criteria for reimbursement and the maximum level of reimbursement) please visit https://www.wearepay.uk/appr-policy/. If you believe you have been a victim of an APP scam, please contact Coinbase as you may be eligible for a reimbursement. Coinbase will investigate your claim and advise on its final decision.

9. Coinbase Token Sale Platform

Coinbase makes available a platform (the "**Token Sale Platform**") where developers of certain digital assets ("**Sellers**") will be able to sell those digital assets ("**Sale Tokens**") to eligible users (such sales, "**Sales**") (together the "**Token Sale Services**"). By accessing the Coinbase Token Sale Platform and purchasing Sale Tokens, you agree to be bound by these additional terms ("**Token Sale Terms**"). Token Sale Services are facilitated by CB Payments Ltd. CB Payments Ltd, its affiliates and/or related parties may have financial interests in, and/or receive tokens or other compensation from, sellers of tokens.

9.1. Role of the Token Sale Terms. These Token Sale Terms govern the basis upon which Coinbase will provide you with the Token Sale Services and your use of those Token Sale Services, including within the Coinbase Site. These Token Sale Terms should be read in conjunction with this User Agreement.

9.2. Where to Find Information. The Token Sale Platform for a particular Sale will display certain information related to the Sale, such as the price per Sale Token or the manner of determining price, the minimum and maximum allocation to each purchaser, the manner of allocation, the Supported Digital Assets that are eligible for use as payment, and the start date (the "**Opening Date**") and end date (the "**Closing Date**") from and to which the Sale Tokens will be available for sale. Prices for tokens on the Token Sale Platform may be displayed in fiat or Supported Digital Assets, but will be payable only in the Supported Digital Assets that are eligible for use as payment.

9.3. Purchasing Sale Tokens. To place an order to purchase Sale Tokens, you must have the required amount of eligible Supported Digital Assets in your Coinbase Account to complete such purchase. On the Opening Date, Coinbase will allow you to commit an amount of eligible Supported Digital Assets determined by you to purchase the relevant Sale Tokens, which will be subject to minimum and maximum allocations and any restrictions you place on your order, if applicable. Such orders constitute a standing specific instruction from you to execute an order to purchase Sale Tokens on the Token Sale Platform.

9.4. Committed Digital Assets. Any Supported Digital Assets that are necessary to fulfil your purchase obligation in full will be committed from the time you place your order ("**Committed Digital Assets**"). When you place an order on the Token Sale Platform, you authorise Coinbase to lock these Committed Digital Assets until completion of the Sale in a Digital Asset Wallet designated to your Coinbase Account. You acknowledge and agree that you will not be able to transfer or withdraw any of the Committed Digital Assets until the earlier of: (a) the cancellation of the Sale process pursuant to **Section 9.8**; or (b) the final allocation of Sale Tokens pursuant to **Sections 9.5** and **9.6**, in which case if you did not receive your full allocation you will be free to transfer or withdraw the amount of Committed Digital Assets that were not used to purchase Sale Tokens.

9.5. Sale Completion . Following the Closing Date, unless the Sale has been cancelled pursuant to **Section 9.8**, Coinbase will credit your Digital Asset Wallet with the Sale Tokens you have been allocated and purchased from the Seller, and transfer the corresponding value of Committed Digital Assets to the Seller. Sale Tokens credited to your Digital Asset Wallet are treated as Supported Digital Assets and subject to **Section 5.19** of this User Agreement.

9.6. Allocation. All allocation requests are final, and cannot be withdrawn or amended. The Committed Digital Assets will be locked, and unavailable for you to use or withdraw, until the sale is cancelled (by Coinbase or the Seller), or completed. The maximum allocation that you can request may be dependent on eligibility (for example, Coinbase One members may have a higher maximum). Your allocation request may not be filled in its entirety, or at all. When a sale is oversubscribed, tokens are allocated so that the maximum number of participants receive some allocation. This will usually result in a full allocation for participants requesting the lowest amounts, with larger requests filled progressively, until supply is exhausted. This is intended to promote broader distribution and limit asset concentration among large buyers. This allocation mechanism is colloquially referred to as “filling up from the bottom.”

9.7. Fees and pricing. Coinbase may charge a fee in connection with your order to purchase Sale Tokens and by placing an order on the Token Sale Platform, you agree to pay all applicable fees. To the extent any fee is charged in connection with the Token Sale Platform, information is available here and will be disclosed to you at the time you place such order. Token sales are priced by the Seller.

9.8. Sale Cancellation. The Seller or Coinbase may cancel a Sale after it has begun, in which case, to the extent Coinbase is holding any of your Committed Digital Assets, Coinbase will unlock such Committed Digital Assets within 25 calendar days from the date of the Sale cancellation, they shall cease to be committed to the relevant Sale and you will be able to transfer or withdraw them. You acknowledge and agree that any cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Financial Services (Distance Marketing) Regulations 2004 do not apply to your purchase of Sale Tokens through the Token Sale Platform.

9.9. Transaction counterparties. In a Sale, you are purchasing Sale Tokens directly from the Seller. You acknowledge and agree that Coinbase is not the seller or issuer of any Sale Tokens, and by purchasing Sale Tokens, you are entering into an agreement (the terms of which may be displayed on the Token Sale Platform) to purchase the Sale Tokens from Seller. Coinbase is not responsible for any failure by the Seller to comply with the terms of any agreement between you and the Seller, whether set forth on the Token Sale Platform or in other terms provided by the Seller or its related parties.

9.10. Sale Disclosures. Certain information regarding the Seller and/or Sale Tokens (including but not limited to a whitepaper, description of the Sale Tokens or any associated protocol, or other disclosure materials) may be provided on the Coinbase Site in connection with a Sale ("**Sale Disclosures**"). The content of the Sale Disclosures is provided by Seller and is for general informational purposes only. Coinbase does not verify information provided by Seller on the Sale Disclosures and makes no assurance, representations or warranties, express or implied, regarding the accuracy, completeness, or sufficiency of the information provided and shall have no liability for any inaccuracies in such materials.

9.11. Exclusion of Warranties. Without prejudice to the general disclaimers in **Section 8.6** of these Terms, Coinbase makes no warranty with respect to any Sale Tokens, including any warranty of title, merchantability, fitness for a particular purpose and/or non-infringement, that the Sale Tokens will be free from errors, glitches, bugs, viruses or other malicious software, that the Sale Tokens or any associated protocol will function as described in any materials provided by the Seller or that any associated protocol will launch, that Seller has complied with applicable law in connection with the issues, development, or sale of the Sale Tokens, or that the use of Sale Tokens or any associated protocol will comply with applicable law. Coinbase or CB Payments Ltd. do not guarantee that there will be a market in Sale Tokens or that Sale Tokens will maintain any specific price level. Coinbase may cease to support any Sale Tokens following the delivery thereof to your Coinbase Account, and in that case you may need to withdraw your Sale Tokens. Without limiting the foregoing, you assume all risks and liabilities associated with the purchase, sale or use of any Sale Tokens. You are encouraged to consult your own independent advisors before making any decisions based on the content of the Coinbase Site.

9.12. Limitation of Liability. COINBASE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT SELLERS AND THEIR ASSOCIATED PERSONS, SALE TOKENS, THE ASSOCIATED PROTOCOLS, ASSETS AVAILABLE THROUGH THEM, OR THE SUITABILITY, PRIVACY, OR SECURITY OF THEIR PRODUCTS OR SERVICES OR ANY INFORMATION PROVIDED BY ANY OF THEM INCLUDING, BUT NOT LIMITED TO, THE SALE DISCLOSURES ("**THIRD PARTY SERVICES**"). YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM YOUR USE OF THIRD-PARTY SERVICES, THIRD-PARTY WEBSITES, APPLICATIONS, OR RESOURCES, INCLUDING RISK OF LOSS FOR ASSETS UTILIZED WITHIN OR TRADED THROUGH SUCH THIRD-PARTY SERVICES. IN NO EVENT WILL COINBASE BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THIRD PARTY SERVICES. THIS SECTION OPERATES IN ADDITION TO ANY LIMITATION OF LIABILITY EXPRESSED ELSEWHERE IN THIS USER AGREEMENT.

9.13. Eligibility. In order to use the Token Sale Platform, 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 Token Sale Platform to you at our discretion. Your eligibility to purchase Sale Tokens in any particular Sale will be based on criteria determined by Coinbase and the Seller in such Sale, and may be different for different Sales.

9.14. Connected Persons. You may not place an order for Sale Tokens if you are an employee, officer, director or contractor of the Seller, its affiliates, or any other entity involved in the development of the Sale Tokens or any associated protocol.

9.15. Information Disclosure. By using the Token Sale Platform, you acknowledge that Coinbase may share certain information with the Seller for purposes related to the sale and delivery of the Sale Tokens, or as required in accordance with our *Privacy Policy*.

9.16. Prohibited Use. Your participation in a Sale is subject to our *Prohibited Use Policy*. In addition, you must not participate in a Sale in a manner which is unfair, abusive, manipulative, or illegal in any way. If you receive information which may amount to inside information in connection with any Sale, you may not participate in that Sale, and you must not unlawfully disclose that information to another person.

10. Coinbase Custom Stablecoins

10.1. Using Coinbase Custom Stablecoins. In some jurisdictions, Coinbase may make available to you the ability to wrap (which may be displayed as 'buy'), 'unwrap' (which may be displayed as 'sell'), hold, or transfer certain Digital Assets that are issued by Coinbase, Inc. or its affiliates but bear the branding of third-party partners (each, a "**CCS Partner**") (such Digital Assets, "**CCS**"). Each CCS is designed to be backed one-to-one by USDC ("**Reserve Asset**"). To wrap or unwrap a CCS, you will need to be a Coinbase 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 CCS. By electing to wrap into a CCS, you understand and agree that:

10.1.1. Each CCS represents an ownership interest in a corresponding Reserve Asset held by the Coinbase Group in accordance with, and subject to the conditions set forth in **Section 10.1.3** of this **Appendix 3**. By obtaining a CCS, you retain (for so long as you hold the CCS) title to, and bear all risk of loss of, the underlying Reserve Asset.

10.1.2. Selling or otherwise transferring a CCS automatically transfers ownership of an underlying Reserve Asset and the right to unwrap described in Section 10.3 below, and transfers title to, and risk of loss of, the Reserve Asset, subject to the terms of this Agreement.

10.1.3. The Reserve Asset backing a CCS is held by the Coinbase Group as a custodial asset for the benefit of holders of such CCS, and ownership of and title to these assets shall remain with the holders and not transfer to Coinbase Payments or any other member of the Coinbase Group. **Section 5.19** of the User Agreement shall apply, *mutatis mutandis,* to any Reserve Asset held on behalf of holders of a corresponding CCS to the same extent as any Reserve Asset held by the Coinbase Group on behalf of its customers.

10.1.4. CCS are ERC-20 and/or SPL tokens and may be compatible with protocols or other software or technology provided by third parties.

10.2. Certain Risks. In addition, you understand, agree and accept the following risks associated with electing to wrap, unwrap, hold, or transfer any CCS:

10.2.1. CCS is not legal tender and is not backed by any government. CCS is not subject to deposit insurance protection.

10.2.2. Neither we nor any other member of the Coinbase Group guarantees the value of a Reserve Asset held on behalf of holders of a corresponding CCS.

10.2.3. Neither we nor any other member of the Coinbase Group is responsible for any change in the value of a Reserve Asset held on behalf of holders of a corresponding CCS.

10.2.4. The external price of a CCS could diverge from the price of a corresponding Reserve Asset because of market fluctuations or CCS Partner-specific risks. In case of a significant price dislocation, we may exercise our right to pause unwrappings in accordance with **Section 10.3.2** of this **Appendix 3**.

10.2.5. Neither we nor any other member of the Coinbase Group guarantees that obtaining a CCS will result in a successful exchange or sale of such CCS, and neither we nor any other member of the Coinbase Group will have any obligation to backstop or otherwise intervene to guarantee liquidity of such CCS.

10.2.6. Neither we nor any other member of the Coinbase Group guarantees the security or functionality of any protocol, software, or technology intended to be compatible with a CCS and is not responsible for any losses due to the failure of any such protocol, software or technology.

10.2.7. As with protocols for other Digital Assets, neither we nor any other member of the Coinbase Group owns or controls the underlying protocols which govern the operation of any CCS. Accordingly, all CCS are subject to **Section 5.14** of the User Agreement, like other Digital Assets.

10.2.8. As with other Digital Assets, a CCS could be impacted by one or more regulatory actions, which could impede or limit the services we can provide with respect to such CCS.

10.2.9. Neither we nor any other member of the Coinbase Group guarantees the reputation, solvency or business continuity of the CCS Partner associated with a CCS. You acknowledge and agree that the value and utility of a CCS may be influenced by the actions, omissions, or public perception of the CCS Partner. Neither we nor any other member of the Coinbase Group is responsible for any decrease in the value or utility of a CCS.

10.2.10. Neither we nor any other member of the Coinbase Group guarantees that a CCS will be accepted, recognized, or utilized for any specific goods, services, or ecosystem benefits. Neither we nor any other member of the Coinbase Group is responsible for any change in the utility associated with a CCS.

10.2.11. The Coinbase Group reserves the right to terminate or suspend its arrangement with a CCS Partner or delist a CCS at any time. In such an event, we may provide you with a period of time to convert your CCS into the underlying Reserve Asset or another Supported Digital Asset, as determined by us.

10.3. Unwrapping/Redemption of a CCS

10.3.1. To successfully 'unwrap' your CCS, you will need to be a customer of either Coinbase 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 unwrap CCS through the Coinbase Group (which, for the avoidance of doubt, will result in you instructing the Coinbase Group to unwrap such CCS and deposit the corresponding Reserve Asset to your Digital Asset Wallet on a 1:1 basis, minus any Coinbase fees) may not be processed immediately.

10.3.2. Additionally, either Coinbase or another member of the Coinbase Group may, in its reasonable discretion, (i) pause unwrapping of any CCS for a corresponding Reserve Asset if there is a significant dislocation in the external market price of such CCS relative to a corresponding Reserve Asset that, in Coinbase Inc.'s sole discretion, suggests that the smart contracts or other technology or security features supporting such CCS have been compromised, (ii) refuse an unwrapping request if we suspect that the CCS being presented for unwrapping was acquired through fraudulent means, (iii) pause unwrapping if we otherwise suspect that the security of the smart contracts used to mint and burn the applicable CCS has been compromised, or (iv) refuse an unwrapping request if the arrangement with the CCS Partner has been terminated or suspended, or the CCS has been delisted.

10.3.3. Pursuant to the terms of this Agreement, a holder of a CCS holds an ownership interest in a corresponding Reserve Asset custodied by the Coinbase Group in accordance with **Section 10.1.3** above. In the event of a shortfall in the amount of the Reserve Asset held by the Coinbase Group, the Coinbase Group's liability vis-a-vis any holder of such CCS will be limited to such holder's pro rata share of the shortfall amount.

10.4. Additional Terms

10.4.1. We may charge a fee in connection with a request to wrap or unwrap a CCS, 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 2.4** of the User Agreement.

10.4.2. We reserve the right to treat any version of a CCS that has been created by a third party (e.g., via a third party wrapper or bridge to an unsupported network) ("Third Party Wrapped CCS") as an unsupported Digital Asset in accordance with Section 5.9 of the User Agreement. This means that we may refuse or be unable to unwrap any Third Party Wrapped CCS that is sent to your Digital Asset Wallet for the corresponding Reserve Asset, which may result in irreversible loss of such Third Party Wrapped CCS. Do not send Third Party Wrapped CCS to your Digital Asset Wallet.

10.4.3. The Coinbase Group reserves the right to upgrade the CCS smart contracts at any time. In such event, we may require you to migrate your CCS to a new smart contract address. Coinbase may take any technical steps necessary or appropriate to effectuate such upgrades for CCS held in your Digital Asset Wallet.

10.4.4. You understand and agree that the underlying software protocols may be subject to sudden changes in operating rules (including "**forks**"). In the event of a fork, the Coinbase Group may temporarily suspend CCS operations (including wrapping, unwrapping, and transferring), and Coinbase may temporarily suspend its support for CCS operations, without notice. The Coinbase Group will determine in its sole discretion which version of the underlying protocol to support, if any.

10.4.5. The Coinbase Group may freeze the CCS held in a Digital Asset wallet address as required by law or any court or other authority to which the Coinbase Group is subject in any jurisdiction.

10.4.6. If the CCS in your Digital Asset wallet address is frozen in accordance with **Section 10.4.5** of this **Appendix 3**, you may be permanently unable to transfer or unwrap any CCS associated with such address.

Appendix 4: INVESTMENT SERVICES

1. Investment Services Terms

1.1. The terms and conditions in this Appendix ("**Investment Services 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 Investment Services Terms and additional definitions are used in these Investment Services Terms. For the avoidance of doubt, by accepting these Investment Services Terms, you agree to amend the Agreement in relation to the provision of these new services.

1.2. Coinbase Payments is the Coinbase entity that provides you with the Investment Services and its details, including its registered offices, and details as to whether or not it is regulated, are set out in the Agreement.

1.3. These Investment Services Terms govern the basis on which Coinbase Payments will provide you with the Investment Services (as described in **Section 2** below).

1.4. If there is anything in these Investment Services Terms which you do not understand, or if you have any questions, please contact us.

2. About the Investment Services

Coinbase Payments' Investment Services

2.1. Coinbase Payments will facilitate customers buying and selling Financial Instruments which are available on the Coinbase Platform by arranging / receiving and transmitting orders in such Financial Instruments to a Coinbase affiliate or third-party broker or venue.

2.2. Coinbase Payments will additionally provide the service of arranging safeguarding and administration in respect of Financial Instruments that are securities. Please refer to **Section 10** below for more information.

2.3. Financial Instruments available on the Coinbase Platform may include, e.g.:

(A) securities:

(i) listed shares, including fractional shares;

(ii) units in exchange traded funds (“**ETFs**”);

(B) contractually-based investments (i.e., derivatives):

(i) perpetual futures (“**PERPs**”), which are derivative contracts that have a range of underlyings (including, e.g. cryptoassets, equities, and commodities);

(ii) listed futures over a range of underlyings (including, e.g. cryptoassets, currency, equity, indices, fixed income and commodities) and which may be listed on an exchange; and

(C) any other financial instruments available on the Coinbase Platform, from time to time.

2.4. The Investment Services which we will provide to you, and the Financial Instruments which you will be able to buy and sell, will be subject to legal eligibility, to FCA Rules, and to Coinbase Payments’ onboarding process and internal policies.

2.5. Listed futures and PERPs with cryptoassets as the underlying, and units in ETFs, will only be available to you where you are categorised as a professional client under FCA Rules. Please refer to **Section 4** below in relation to your client categorisation.

2.6. You acknowledge that trading in fractional shares may differ from trading in whole shares. Not all securities available as whole shares shall be available as fractional shares. Fractional shares may not confer equivalent corporate rights, including voting rights, dividend entitlements, or other shareholder rights, and any such entitlements may be limited, modified, or calculated on a pro rata basis. Fractional shares may also be subject to different execution arrangements, available liquidity, pricing methodology, and in-kind transferability restrictions.

2.7. The Investment Services which Coinbase Payments provides are an execution-only service. This means that we will not offer you any opinions or advice or comment on the merits or suitability of any particular transaction. We do not act for you in any advisory or investment management capacity. We will receive and transmit your orders in accordance with your instructions.

2.8. Please take time to read the CBPL risk disclosures which contain information on some of the general risks of investing and the nature and risks of particular types of investments, found on the Site at https://www.coinbase.com/cbpl/disclosures.

2.9. You may fund the purchase of Financial Instruments through the Investment Services using cryptoassets or E-Money, and you may similarly receive cryptoassets or E-Money as the proceeds of a sale of Financial Instruments through the Investment Services. We may convert between currencies and digital assets in relation to your transactions in Financial Instruments, may effect currency conversion through purchase and sale of digital assets, and may support other funding methods and forms of sale proceeds, from time to time.

2.10. To the extent that Coinbase Payments, in connection with your use of the Investment Services:

(A) sends, receives or holds cryptoassets on your behalf, or converts funds to cryptoassets, cryptoassets to funds, or cryptoassets to another cryptoasset, such activity will constitute a Digital Asset Service and will be subject to **Section 5** of the Agreement; or

(B) transfers funds to, or receives funds from, a Coinbase Affiliate or a third-party entity, such activity will constitute an E-Money Service and will be subject to **Section 4** of the Agreement.

2.11. Where Coinbase Payments accepts or receives funds on your behalf in connection with your use of the Investment Services (including from the proceeds of a sale of

Financial Instruments), we will issue E-Money to your E-Money Wallet. Such issuance will constitute an E-Money Service and will be subject to **Section 4** of the Agreement.

2.12. For the avoidance of doubt, where a transaction involves both a Digital Asset Service and an E-Money Service, each component of that transaction will be governed by the applicable Section of the Agreement as set out in **Sections 2.9** and **2.10** above.

Coinbase Affiliate services

2.13. Coinbase Payments will arrange / receive and transmit your orders in the Financial Instruments available to you, to the following affiliates of Coinbase (each, a "**Coinbase Affiliate**" and together, the "**Coinbase Affiliates**"):

(A) where your order relates to shares or units in ETFs, Coinbase Capital Markets Corporation, registered in the USA with its registered address at 1 Madison Ave, 24th floor, New York, NY 10010 ("**CCM**");

(B) where your order relates to listed futures, Coinbase Financial Markets, Inc., registered in the USA with its registered address at 1 Madison Ave, 24th floor, New York, NY 10010 ("**CFM**"); and

(C) where your order relates to PERPs, Coinbase Bermuda Limited, registered in Bermuda with its registered address at Park Place, 55 Par La Ville Road, Hamilton, HM11 Bermuda ("**CBBM**").

2.14. The following services (the **"Coinbase Affiliate Services"**) may be provided to you by the relevant Coinbase Affiliate(s), as set out in your respective agreement(s) with them:

(A) executing your orders received via Coinbase Payments, or routing your orders to an affiliated party or third-party broker or venue for execution;

(B) acting as a self-clearing broker for your orders, or arranging for the clearing and settlement of your transactions by a third-party entity;

(C) performing certain cashiering, client money and custody services in relation to your investments; and/or

(D) extending credit to you in the form of margin loans in connection with your use of the Investment Service.

2.15. The clearing and settlement of your order, and the custody of your securities, may be carried out by a third-party entity (e.g. a clearing broker and/or custodian), in which case, their services will be set out in your agreement with them.

2.16. With respect to the provision of the Coinbase Affiliate Services, you shall be treated as a client of the Coinbase Affiliates only and not as a client of Coinbase Payments. Similarly, to the extent that a third party provides clearing, settlement and/or custody of your securities, you shall be treated as a client of the third-party entity and not as a client of Coinbase Payments in respect of these services. The Coinbase Affiliates and any such third-parties may be subject to their own regulatory requirements and may not be authorised and regulated by the FCA, and you may not benefit from the protections afforded under FCA rules in respect of the services provided by such Coinbase Affiliates or third parties. Your separate agreement with each relevant Coinbase Affiliate and third-party entity will apply to the provision of the relevant service(s) that they provide to you, and you should refer to those agreements for more information.

3. Communications

3.1. **Appendix 2** of the Agreement will apply in relation to Communications between us and you in relation to the Investment Services we provide to you.

3.2. If you need to contact us, you may:

(A) write to us at CB Payments, Ltd - Investment Services, The Scalpel, 18th Floor, 52 Lime Street, London EC3M 7AF, United Kingdom;

(B) contact us via our Customer Support webpage at https://help.coinbase.com/en-gb;

and/or

(C) contact us via the following telephone numbers:

(i) Toll free phone number: +44 808 168 463

(ii) Local phone number: +44 151 308 1768

3.3. These Investment Services Terms and any information or notifications that you or we are to provide should be in English. Any translation of these Investment Services Terms or other documents is provided for your convenience only. In the event of any inconsistency, the English language version of these Investment Services Terms or other documents shall prevail.

3.4. You may request a copy of these Investment Services Terms and/or the Agreement at any time.

4. Your client categorisation

4.1. On the basis of the information available to us and for the purposes of the FCA Rules, we may treat you as either a "**retail client**" or a "**professional client**". You will be notified of your categorisation by, for example, a message in the Coinbase Platform and/or by email. Unless you have already been categorised as a professional client, you are categorised as a retail client.

4.2. **Retail clients.** Where you are categorised as a **retail client**:

(A) This provides you with the highest level of protection under the FCA Rules.

(B) You have the right to request a different categorisation as an "**elective professional client**", however please note that we are not obliged to accept such a request but where we do this may result in the loss of certain regulatory protections. Where we accept your request to be treated as a professional client, and subject to us assessing your eligibility and being satisfied that you fall within the definition of a professional client, we will treat you as such, and will provide you with a written list of the protections you will lose as a result.

(C) If you are recategorised as a professional client, you must keep us informed of any changes in your circumstances which may affect your classification as a professional client.

4.3. **Professional clients**. Where you are categorised as a **professional client**:

(A) You have the right to request a different categorisation, benefitting from a higher degree of protection. However, please note that we are not obliged to accept such a request, and re-classification as a retail client may mean that we are unable to continue providing some Investment Services to you.

(B) Professional clients are not entitled to the same regulatory protections afforded to retail clients. Please refer to Annex A for further information on the protections lost as a result of being classified as a professional client.

(C) You are responsible for keeping us informed of any changes in your circumstances which may affect your categorisation as a professional client.

5. Costs and charges

5.1. In accordance with the FCA Rules, we will, in good time before providing our services to you, provide you with information relating to costs and charges, subject to **Section 5.2**. Where the actual costs are not available, we will provide you with reasonable estimations of the costs and charges and will provide you with an illustration showing the cumulative effect of these costs on returns. You may request a breakdown of the costs and charges applicable to you at any time by sending your request through our customer support page at https://help.coinbase.com/en-gb.We will also provide you with a report once a year informing you of the actual costs and charges you have incurred.

5.2. Where we have categorised you as a **professional client**, we may in certain circumstances provide you with reduced information on costs and charges, in compliance with the FCA Rules.

5.3. Our ex-ante costs and charges information can be found on the Site at https://www.coinbase.com/cbpl/disclosures. Please also refer to **Section 2.4** of the Agreement for more information.

5.4. In addition to any amounts due to us, you may be liable for payment of:

(A) any stamp and other duties, taxes, impositions, or fiscal charges (in each case, wherever in the world imposed), brokerage clearing and settlement fees, transfer fees, registration fees and all other liabilities, charges, costs and expenses payable or incurred by us on your behalf; and

(B) any applicable value added tax or similar charge.

6. Inducements

6.1. Except as permitted under applicable law, we generally do not pay, provide or receive any fees, commissions or non-monetary benefits to or from third parties ("**Inducements**") in connection with the services provided to you under these Investment Services Terms.

6.2. To the extent permitted under the FCA Rules, in the event that we provide or receive a permitted Inducement and/or another payment, we will disclose the Inducement and / or other payment to you before the provision of the relevant services.

6.3. In accordance with FCA Rules, we may provide, receive or accept minor non-monetary benefits in connection with the provision of our services to you. Any such minor non-monetary benefit must enhance the services provided to you in a manner contemplated by the FCA Rules and be of a scale and/or nature that it could not affect our duty to act in your best interests.

6.4. Coinbase Payments will disclose the existence, nature and amount of any relevant Inducements. Where the amount cannot be ascertained, Coinbase Payments will disclose the method of calculation of the relevant Inducement. If Coinbase Payments receives an Inducement which is not permitted under applicable law, Coinbase Payments will inform you of the mechanism for transferring the Inducement to you.

7. Your instructions

7.1. You may give us instructions regarding an order via the Coinbase Platform. We will only treat your instruction as having been given once we actually receive it.

7.2. We may ask you to confirm instructions received via the Coinbase Platform. We may (but shall not be obliged to) perform additional verification checks, including calling you on a nominated telephone number to confirm the instruction regardless of the way we received it. You may be asked to provide the answers to security questions related to your account in order to verify your identity. We will not be liable for any loss caused by a delay in acting on your instructions while we undertake appropriate verification measures.

7.3. If we need clarification in relation to your instructions, or if we do not receive the instructions via the Coinbase Platform during normal business hours or in reasonably sufficient time for us to act on them, you agree that there may be a reasonable delay in us acting on your instructions.

7.4. Notwithstanding the above and in the absence of any other written agreement between you and us, we shall be entitled to act on any instruction which we reasonably believe to have been given, or purporting to have been given by you or any person authorised on your behalf, via the Coinbase Platform without enquiring as to the genuineness, authority or identity of the person giving or purporting to give such instructions via the Coinbase Platform.

7.5. You must ensure that any instructions given to us are clear and intelligible. If you do not provide such instructions promptly, clearly and in an intelligible form, we may, at our reasonable discretion, take such steps at your cost as we consider reasonably necessary or desirable for your protection. If your instruction is unclear, we may delay acting on it until we receive the clarification we need.

7.6. We shall be entitled to refuse to accept instructions unless prohibited from doing so by any applicable law. In particular, we may refuse to act on any instruction where we reasonably believe that:

(A) to do so might breach applicable law or any of our other legal duties;

(B) to do so would damage our reputation;

(C) you may be unable to settle any relevant transaction by the settlement time;

(D) the instruction is unclear, incomplete, or not given by you or on your behalf; or

(E) we consider that you do not meet or have not provided sufficient evidence or confirmation that you meet the eligibility criteria for investing in the security, whether arising from restrictions imposed by applicable law, product providers or for any other reason.

7.7. If we decline to accept instructions or to enter into a proposed transaction, we shall not be obliged to give a reason. Where not restricted by applicable law or other duty applicable to us we shall take reasonable steps to promptly notify you if we are unable to act on the instruction for any reason (but failure to notify you will not affect our liability to you).

7.8. Once we have received your instructions to buy or sell securities via the Coinbase Platform, you will not have the right to cancel those instructions after the deal has been placed with the market or already executed.

7.9. In respect of securities, you are responsible for providing instructions to exercise any voting, conversion or subscription rights, respond to take-over or other offers or capital re-organisations or effect any other corporate actions with respect to your investments as may be made available through us and/or the relevant Coinbase Affiliate (e.g., CCM). Your instructions will be passed on to the clearing broker and custodian of those securities (e.g., Apex) to take any such action in respect of such rights. Please refer to your agreement with the relevant Coinbase Affiliate, clearing broker and/or custodian for more information on corporate actions.

8. Dealing with your orders

8.1. We will act in your best interests when receiving and transmitting your orders to Coinbase Affiliates for execution (as described in **Section 2.14** of these Investment Services Terms). When doing this, we are required to take sufficient steps to achieve the best possible result for you. We will seek to achieve this in accordance with:

(A) the applicable requirements of the FCA Rules;

(B) our Best Execution Policy, as updated from time to time; and

(C) your reasonable and specific instructions on how a transaction for you should be carried out.

8.2. Our Best Execution Policy sets out the procedures that we follow as well as the relevant market factors that we take into account as part of our best execution obligation. This policy forms part of our Agreement with you and is available on the Site at https://www.coinbase.com/cbpl/disclosures. Any changes to this policy will be made available on the Site from time to time.

8.3. Unless you notify us otherwise, by conducting business with us under these Investment Services Terms, you confirm that you have read and agreed and give your consent to our Best Execution Policy. We will treat the continued placement of orders by you to constitute your continued consent to our Best Execution Policy as in effect from time to time.

8.4. We may transmit your order to a Coinbase Affiliate be executed outside a regulated market, multi-lateral trading facility or organised trading facility (a “**Market**”) where we reasonably believe that this is necessary to achieve best execution. Unless you have expressly notified us otherwise, you consent to the execution of your orders outside a Market where we reasonably believe it is in your best interest to do so.

8.5. You instruct us not to make public limit orders in respect of shares available for trading on a regulated market or a multi-lateral trading facility which are not immediately executed under prevailing market conditions.

8.6. Under applicable law, we may be obliged to make information about certain transactions public and you agree that we may do so where required.

8.7. We will take reasonable steps to promptly notify you if we accept an instruction from you and there is any material difficulty relevant to the proper carrying out of your order.

8.8. Please refer to **Section 6** of the Agreement in relation to transaction volume limits applicable to your transactions subject to the Investment Services.

8.9. We may aggregate your order with our own orders, orders of connected persons and orders of other clients without further reference or authority from you, subject to the FCA Rules. Aggregation of orders may, on some occasions, operate to your advantage, but may on other occasions, operate to your disadvantage. We will only aggregate orders in this manner where we reasonably believe that in doing so, a more favourable price will be obtained for you than if your order had been executed separately.

8.10. Please refer to your agreement with each relevant Coinbase Affiliate in relation to order aggregation, allocation and execution, and the terms applicable to the execution services provided by the Coinbase Affiliates.

9. Assessing appropriateness of your transactions

9.1. The basis of our Investment Services is that, where we accept an execution-only instruction from you, we will transmit the order to the relevant Coinbase Affiliate following your explicit instructions without providing you with any recommendation or advice. We will not owe you a duty to give, and will not give you, any advice in relation to the merits of the transaction in question when we deal with you on this basis. We are not required to assess the suitability of any investment you choose or other services that we might provide to you. This means you will not benefit from the protection of the FCA Rules on assessing suitability.

9.2. Where we have categorised you as a **retail client** and we provide the Investment Services to you in relation to “non-complex” investments we will not be obliged to carry out an “appropriateness assessment” to determine that you have the necessary knowledge and experience to understand the risks involved. This means you will not benefit from the protection of the FCA Rules on assessing appropriateness. “Complex” investments are not available to you on the Coinbase Platform where you are categorised as a **retail client**.

9.3. Where we have categorised you as a **professional client**, we are entitled to assume that you have the necessary level of knowledge and experience to understand the risks associated with investing in transactions and that you are able financially to bear any related investment risks consistent with your investment objectives. You acknowledge that we do not have to ensure that any such investment services or transaction (or types of transaction or product for which you are categorised as a **professional client**) is appropriate for you and we may assume that you have all such necessary experience and knowledge.

10. Safeguarding and custody

10.1. Coinbase Payments does not itself hold or safeguard your securities, derivatives or other investments. Any fiat money which Coinbase Payments holds for you in connection with the Investment Services is held as electronic money under Coinbase Payments’ authorisation as an electronic money institution, and not as client money under the FCA Rules. Please refer to **Section 4** of the Agreement for detail on the E-Money Services.

10.2. In relation to securities, Coinbase Payments will arrange for you to enter into a custody arrangement with a third-party custodian via the relevant Coinbase Affiliate, which will provide custody services to you directly. The custody (and any related client money) services in respect of your securities will be provided by that third-party custodian under your separate agreement with them, and not by Coinbase Payments.

10.3. Coinbase Payments may perform an ongoing facilitation role between you and the third-party custodian with respect to the administration of your securities. This includes, without limitation, instructing the third-party custodian to perform certain lifecycle or administrative functions on your behalf in respect of your securities, and facilitating the provision of data sharing from you to the custodian.

10.4. In relation to certain Financial Instruments, a Coinbase Affiliate may act as the account carrying entity. In which case, the Coinbase Affiliate may hold cryptoassets and/or other collateral that you post to meet margin requirements.

10.5. The Coinbase Affiliates and the third-party custodians are located outside of the United Kingdom and they may deposit and hold money, securities, and other assets (including, but not limited to, collateral and safe custody investments) on your behalf in accounts that are located outside of the United Kingdom. The legal, regulatory, and settlement regime applicable to each relevant Coinbase Affiliate, custodian, or entities in which your money, securities and other assets will be held, will be different from that of the United Kingdom (i.e., any FCA Rules relating to client money and custody will not apply). Among other things, different practices for the separate identification of your money, securities, and assets may apply and, in the event of a default of the relevant Coinbase Affiliate, the custodian, or the entity in which your money, securities and other assets are held, your money, securities and assets may be treated differently from the position that would apply if the money, securities or assets were held in the United Kingdom.

11. Reporting to you

11.1. You may find details regarding transactions that we have transmitted for execution on the Coinbase Platform, including any notice provided by the relevant Coinbase

Affiliate confirming execution of your order. You may contact us to request information about the status of an order you have placed at any time.

11.2. We will also provide you with a report on the costs associated with the transactions and services undertaken for you annually. Please also refer to **Section 5.1** of these Investment Services Terms in relation to this.

12. How to make a complaint

12.1. Please see **Section 10** of the Agreement on how to make a complaint if you are unhappy with our provision of the Investment Services to you.

12.2. Where you are an eligible complainant (which is most individuals and some small businesses), if your complaint relates to the Investment Services, and that complaint cannot be resolved through the dispute process set out in **Section 10.2** of the Agreement, you may be able to take unresolved complaints to the Financial Ombudsman Service ("**FOS**"), an independent dispute resolution service.

12.3. You can find further information about the FOS and the types of complainants eligible to submit matters to them using the following details:

(A) Website: http://www.financial-ombudsman.org.uk

(B) Post: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London E14 9SR

(C) Telephone: 08000234567 or 03001239123

(D) Email: compliant.info@financial-ombudsman.org.uk

12.4. Please refer to your agreement with each relevant Coinbase Affiliate, or with any third party that provides clearing, settlement and/or custody of your securities for details of how to make a complaint in relation to any of the services they provide to you.

13. Conflicts of interest

13.1. In accordance with the FCA Rules and our own conflicts of interest policies, we are required to take reasonable steps to identify and prevent conflicts of interest that arise in the course of our provision of the Investment Services. These conflicts may arise between clients and us or an associate or between clients. However, these may not be sufficient in every case to ensure, with reasonable confidence, that the risk of damage to your interests will be prevented. Where we do not consider that the arrangements under our conflicts of interest policies are sufficient to manage a particular conflict, we will inform you of the nature of the conflict so that you can decide how to proceed.

13.2. A summary of our Conflicts Policy is available on the Site at https://www.coinbase.com/cbpl/disclosures. Any changes to this policy will be made available on the Site from time to time. Further information on how we manage conflicts of interest is available on request.

13.3. In relation to any transaction we arrange for you, we may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with your interest(s) in relation to the investment or transaction concerned or investments or assets underlying, derived from or otherwise directly or indirectly related to such investments. We will take all necessary steps to ensure fair treatment for you in relation to any such transactions and will manage any conflict of interest in accordance with our conflicts of interest policies.

14. Compensation

14.1. Coinbase Payments is covered by the UK Financial Services Compensation Scheme (“**FSCS**”). Compensation may be available from that scheme in relation to the Investment Services we provide if we cannot meet our obligations to you. Eligibility depends on the type of business, the circumstances of the claim and if you are an “eligible claimant”. However, you should be aware that generally, **professional clients** are unlikely to be eligible claimants under the FSCS. Compensation awarded is currently subject to a maximum of £85,000 per claimant and is payable on a per person, per claim and per category basis. For further information, including details of the extent and level of cover which may be available to you, please visit the FSCS website (www.fscs.org.uk), freephone 0800 678 1100, or 020 7741 4100, or contact us.

14.2. Compensation will not be available under the FSCS for any services provided to you by Coinbase Affiliates, including the execution and custody services described in these Investment Services Terms.

15. Record-keeping and telephone recording

15.1. We may record all telephone conversations and other forms of electronic communications between you and us relating to the Investment Services we provide to you, without the use of any warning. Such recordings may be monitored for quality control, regulatory purposes, or any other purpose that we deem desirable, to the extent permitted by applicable law.

15.2. Such recordings shall be and remain our sole property and will be accepted by you as evidence of your orders, instructions, or any other conversations relevant to your instructions or the ongoing provision of the Investment Services.

15.3. You agree that we may deliver copies or transcripts of such recordings to any court, regulatory body, or other government authority, without notice to you.

15.4. You may request copies of these records, although we reserve the right to charge you for such access.

15.5. In accordance with and if required by the applicable legal and regulatory requirements, we will retain all your records, including telephone conversations and other forms of electronic communications for a minimum period of five years, following the termination of any relationship between us. This period may be extended up to seven years by force of law, regulatory requirement, or agreement amongst us.

16. Deceased accounts

16.1. In the event of your death, we will act in accordance with the instructions of your validly appointed personal representatives on receipt of a certified copy of the grant of representation and a copy of your death certificate.

16.2. Your obligations under these Investment Services Terms and the Agreement will not be terminated by your death and such obligations shall be binding on your executors, successors, and assigns.

17. Suspension, termination, and cancellation

17.1. Please see **Section 7** of the Agreement in relation to suspension, termination and cancellation of these Investment Services Terms and/or the Agreement.

18. Order of preference

18.1. In the event of any conflict, inconsistency, or incompatibility relating to the Investment Services between the terms of the Agreement (which includes this Appendix) and the relevant Coinbase Affiliate user terms, the Agreement (which includes this Appendix) shall prevail over the relevant Coinbase Affiliates user terms to the extent of such conflict, inconsistency, or incompatibility.

18.2. No provision of the Agreement (which includes this Appendix) shall be construed to create a conflict with the relevant Coinbase Affiliate user terms where no genuine conflict exists. Where it is reasonably possible to give effect to both the Agreement (which includes this Appendix), and the relevant Coinbase Affiliate user terms, both shall be given full force and effect.

18.3. In the event of any conflict, inconsistency, or incompatibility between the terms of the Agreement and this Appendix, this Appendix shall prevail to the extent of such conflict, inconsistency, or incompatibility.

<u>Annex A</u>

Summary of protections lost as a professional client

By virtue of being classified as a **professional client**, rather than a **retail client** (as defined in **Section 4** of the related **Investment Services Terms**), you are entitled to fewer protections under the UK regulatory regimes than is otherwise the case for retail clients. Therefore, it is important that you are aware of the limitations of the protections of this client classification. This document summarises the protections you will lose as a professional client and is not intended to be exhaustive or comprehensive.

1. **Communicating with you, including financial promotions:** As a **professional client**, the simplicity and frequency in which we communicate with you may differ to the way in which we communicate with a retail client. However, our communications will always remain fair, clear and not misleading.

2. **Information about CBPL and our services:** As a **professional client**, the type of information that we will provide, including information about our services and products and how we are remunerated may differ from what we provide to **retail clients**. In particular, the detail, medium and timing of such information may be less specific and we are not obliged to inform **professional clients** about material difficulties in carrying out their orders.

3. **Information about costs and charges:** The information in relation to costs and charges for our services and/or products will not be as comprehensive for **professional clients** as it would be for **retail clients**.

4. **Best execution:** A range of factors may be considered for **professional clients** in order to achieve best execution (price is an important factor but the relative importance of other different factors, such as speed, costs and fees may vary). In contrast, when undertaking transactions for **retail clients**, the total consideration, representing the price of the financial instrument and the costs relating to execution, must be the overriding factor in determining best execution.

5. **Reporting information to clients:** CBPL as a firm which facilitates execution-only trading services is required to provide information concerning the execution of orders to

its clients. The detail and timing of such information may be less specific for **professional clients** compared to **retail clients**.

6. **Appropriateness assessments:** CBPL is permitted to assume that **professional clients** have the necessary level of experience and knowledge to understand the risks involved with investing and trading in complex financial instruments.

7. **Financial Ombudsman Service:** The services of the Financial Ombudsman Service may not be available to you as a **professional client**.

8. **Investor compensation:** Eligibility for compensation from the Financial Services Compensation Scheme ("**FSCS**") is not contingent on your client categorisation but on whether you are an "eligible claimant" under the FSCS. Therefore, your rights (if any) to make a claim under the FSCS in the UK will not be affected by being categorised as a **professional client**.

9. **Consumer Duty:** We will not generally be required to comply with the Consumer Duty in our dealings with you. This means you may receive communications from us that are less tailored to your needs, less support throughout your relationship with us and we are not required to assess whether its products and services are fit for purpose and represent fair value.

10. **Exclusion of liability:** CBPL's ability to exclude or restrict any duty of liability owed to clients is narrower under the FCA rules and English consumer law in the case of **retail clients** than in respect of **professional clients**.