

APPENDIX 5 TO COINBASE USER AGREEMENT: **USING YOUR COINBASE CARD**

1. **Coinbase Card.** When you hold Digital Currencies on Coinbase you may be given the option to apply for a Coinbase Visa Card (“**Card**”) issued by MetaBank National Association (“**MetaBank**”). To use the Card, you must agree to the terms (“**Terms**”) set out below **and** to the Coinbase Card Cardholder Agreement with MetaBank (“**Cardholder Agreement**”).
 - 1.1. **Role of the Terms.** These Terms govern the basis upon which Coinbase will provide you with the Card and your use of the Card, including within the Coinbase Site. The Card is issued to you by MetaBank and should be read in conjunction with the Cardholder Agreement and this [User Agreement](#).
 - 1.2. **Role of the Card.** The Card can be used to purchase goods and services from merchants at point of sale terminals, over the telephone, online, or on payment platforms, or withdraw cash from automated teller machines (“**ATMs**”) that accept Visa cards (“**Card Transactions**”). The Card account at MetaBank (“**Card Account**”) will be linked to your Digital Currency Wallet. You will be required to elect a Digital Currency in your Digital Currency Wallet as your default spending Digital Currency (“**Preferred Digital Currency**”) before you can use your Card and can update your Preferred Digital Currency at any time. When you use your Card, you authorize Coinbase to facilitate your sale of your Preferred Digital Currency, the proceeds of which you authorize Coinbase to use to fund Card Transactions in Fiat Currency.
 - 1.3. **Role of Coinbase.** Coinbase is responsible for facilitating your sale of your Preferred Digital Currency (“**Digital Currency Services**”) to other Coinbase Customers and transferring funds to your Card Account to enable payments to merchants for the purchase of goods and services, and to you for ATM withdrawals, in Fiat Currency in the amount authorized by the Card Transaction (the “**Purchase Price**”) with the proceeds of the Digital Currency Services.
 - 1.4. **Card Services.** Pursuant to the terms of your Cardholder Agreement, you may use the Card to make various Card Transactions. When you use your Card to make a Card Transaction, you authorize the:
 - 1.4.1. Sale of your Preferred Digital Currency in the amount of the Purchase Price plus the accompanying fees and charges described in the Cardholder Agreement and Section 1.11 of these Terms and Section 3.3 of this User Agreement (together, the “**Total Purchase Price**”) and converted at the prevailing trading rate on Coinbase’s trading platform (“**Exchange Rate**”) (the “**Total Transaction Price**”) from your Digital Currency Wallet; and

presentation of the Card will be sufficient to demonstrate consent.

1.7.2.2. *Purchase of goods and services from a merchant by telephone, online, or on a payments platform:* You may be required to provide Card details such as the Card number, expiration date, and three digit security code from the reverse side of the Card.

- 1.8. Errors or Unauthorized Transactions.** If you believe your Card has been lost or stolen, or that an error or unauthorized transaction has occurred, you should contact Coinbase Customer Service immediately by phone at 1-888-908-7930 or email at card@coinbase.com. Coinbase will not be liable for unauthorized transactions. See Section 3 of the Cardholder Agreement for more information regarding your liability for unauthorized transactions. See Section 8 of the Cardholder Agreement for information regarding Error Resolution.
- 1.9. Maximum Execution Time.** The maximum execution time of the Card Transaction itself is dependent on actions being taken by the merchant, ATM owner, Card Scheme and/or other service providers. Coinbase will use commercially reasonable endeavors to comply with and adhere to the Card Scheme's settlement timing requirements.
- 1.10. Usage Limits.** The usage limits for the Card are set out in Section 4 of your Cardholder Agreement.
- 1.11. Fees and Charges.** When we perform the Digital Currency Services, Coinbase will charge fees and other charges, including spread, in accordance with this User Agreement. You can find a list of our fees and charges on our [Pricing and Fees Disclosures page](#). These fees and charges apply in addition to any fees and charges included in your Cardholder Agreement. You are at all times responsible for the Total Purchase Price in Fiat Currency and the Total Transaction Price in Digital Currency when you make a Card Transaction .
- 1.12. Refunds.** If you are entitled to a refund for any reason for goods or services obtained with your Card, the refund shall be processed in accordance with the terms set out in Section 9(b) of your Cardholder Agreement. Once a refund has been posted by the merchant, we will arrange for it to be refunded to your USD Wallet in Fiat Currency.
- 1.13. Right to Charge Exchange Rates for Hold Returns.** If your Card Transaction is subject to a preauthorization hold as described in Section 7(f) of your Cardholder Agreement, once the amount of the Total Purchase Price is received, we will arrange for any remaining amount to be refunded to your Digital Currency Wallet

in your Preferred Digital Currency, which shall be calculated using the Exchange Rate applicable at the time of refund.

- 1.14. Information Regarding Card Transactions.** You may find details regarding Card Transactions that you have executed in the Coinbase Card portal of the Coinbase Site (“**Coinbase Card Portal**”).
- 1.15. Rewards Program.** Your Card will be automatically enrolled in our digital assets rewards program (“**Rewards Program**”) upon activation. You will then be able to opt-in to the Rewards Program by electing a digital asset from a range of digital assets that we may offer from time to time (“**Preferred Digital Asset**”). You will then be eligible to earn that Preferred Digital Asset in return for Card Transactions (“**Reward**”) except for cash withdrawals. The amount of the Reward for a Card Transaction is calculated by multiplying the Purchase Price by the applicable Rewards Percentage which will be published within the Coinbase Card Portal from time to time. This amount will be deposited into your Digital Currency Wallet in your Preferred Digital Asset. Earned and redeemed Rewards will be reflected in your Card Transaction log. Your participation in the Rewards Program may result in you receiving miscellaneous income from Coinbase for tax purposes and we may be required to send you, and file with the IRS, tax forms for the year in which you participate and are awarded the benefits of the Rewards Program. You are responsible for learning about and paying any federal, state or local taxes that may apply to earning rewards. Please consult your tax advisor if you have any questions about your personal tax situation.
- 1.16. Exceptions to Rewards Program.** 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. If you receive a return, credit, or chargeback related to a Card Transaction from a merchant for any good or service and we have provided you with a Reward for that Card Transaction, we will be entitled to debit your Digital Currency Wallet the amount of the original Reward using the Exchange Rate applicable at the time of the Card Transaction. Upon the commencement of any proceedings by or against you under any bankruptcy or insolvency law, Rewards cannot be redeemed. We reserve the right to alter, change and/or terminate the Rewards Program, at any time and for any reason, which may result in the cancellation of unredeemed Rewards, upon written (including electronic) notice to you. In addition, we reserve the right to immediately disqualify you from the Rewards Program if you have violated these Terms or if you have, in our determination, misused the Rewards Program.
- 1.17. Right to Debit, Access, or Offset Other Coinbase Services.** If for any reason you have insufficient Digital Currency in the relevant Digital Currency Wallet selected,

or insufficient Fiat Currency in your USD Wallet to fund a Card Transaction, we reserve the right to debit, access, or offset the amount of all or part of the Card Transaction from any other Coinbase Service that you obtain from us, including but not limited to any Digital Currency or USD you hold today, or in the future, in any Digital Currency Wallet, USD Wallet, or in connection with any other Coinbase Services. This includes situations where Coinbase has granted you provisional credit in Digital Currency or Fiat Currency in connection with a disputed Card Transaction that is later resolved in favor of the opposing party.

1.18. Restriction, Suspension, and Termination. Card Transactions or your Card use may be restricted, suspended or terminated with immediate effect in situations where:

- 1.18.1.** 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;
- 1.18.2.** We reasonably suspect you of acting in breach of these Terms (including any provision of this User Agreement), or the Cardholder Agreement;
- 1.18.3.** We have concerns that a Card Transaction is erroneous or about the security of your Card or your Coinbase Account or we suspect the Coinbase Services are being used in a fraudulent or unauthorized manner;
- 1.18.4.** We suspect money laundering, terrorist financing, fraud, or any other financial crime;
- 1.18.5.** If your credit or debit card or any other valid payment method linked to your Digital Currency Wallet is declined;
- 1.18.6.** 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; or
- 1.18.7.** You have insufficient Digital Currency in your Digital Currency Wallet to cover the Total Transaction Price of a relevant Card Transaction.

If Card Transactions, your Card use and/or any or all Coinbase Services are restricted, suspended or terminated 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, restriction, 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 restrict, suspend, or terminate your use of the Card and any/or any or all Coinbase Services, we will reinstate the Card Transaction and/or lift the restriction, suspension, or termination as soon as reasonably practicable once the reasons for decline and/or restriction, suspension, or termination cease to exist.

1.19. These Terms and the Cardholder Agreement. In the event of a conflict between this User Agreement, including these Terms and the Cardholder Agreement, the provisions of the Cardholder Agreement shall prevail.

1.20. Coinbase Liability. This section operates in addition to any limitation of liability expressed elsewhere in this User Agreement.

1.20.1. Coinbase will not be liable to you for any loss arising from:

1.20.1.1. A merchant refusing to accept a Card;

1.20.1.2. Any breach by Coinbase of the User Agreement or due to abnormal or unforeseen circumstances beyond Coinbase's reasonable control, which would have been unavoidable despite all Coinbase's efforts to stop it;

1.20.1.3. MetaBank restricting, suspending, or terminating a Card or refusing to issue or replace a Card in accordance with these Terms;

1.20.1.4. MetaBank declining a Card Transaction that you make or attempt to make using a Card;

1.20.1.5. Coinbase restricting, suspending, or terminating your Digital Currency Wallet, USD Wallet, or any related Coinbase Services; or

1.20.1.6. Coinbase's compliance with any applicable laws and regulations.

1.20.2. Coinbase will not be liable for the goods or services that you purchase from a merchant using a Card.

1.20.3. Where a Card is faulty, Coinbase's liability shall be limited to assisting with the replacement of the Card.