# CoinHarbour Customer Terms of Service

## The Platform

The website CoinHarbour, and mobile applications, (collectively "Platform") is owned, operated and controlled by Coin Harbour Pty Ltd ABN 12 624 879 223, trading as CoinHarbour, who along with its associated entities, and each of their directors, affiliates or employees (as appropriate) are referred to as “we”, “us” or “our” in these Terms of Use.

The Platform provided and operated by CoinHarbour allows buyers and sellers to convert, buy, sell and trade digital currency. “CoinHarbour” may also refer to the services, website, mobile applications, content, products or any other services provided by CoinHarbour (collectively “Services”)

By opening an account to use the Services provided by CoinHarbour, you expressly represent and warrant that you have accepted our Terms of Use, and any additional terms and conditions displayed on the Platform (including without limitation our Privacy Policy and AML-CTF Policy) as they apply from time to time.

We grant you a non-exclusive, revocable, non-transferable licence to use the software on a server controlled by us for the sole purpose of accessing and obtaining the material on the Platform.

We may amend, modify, add to or delete these Terms of Use at our discretion and those amendments, modifications, additions or deletions apply to your use of the Platform and Services as soon as they are displayed on the Platform (whether or not you are aware of those amendments, modifications, additions or deletions). All subsequent transactions by you will be subject to the amended and most current Terms of Use.

Your eligibility and use of our Platform and Services is dependent upon your country of residence. The Services provided by CoinHarbour are limited to the following jurisdiction: Australia and New Zealand.

## Risks of Trading and Holding Crypto or Digital Currencies

The trading or holding of coins, tokens, crypto, digital currency, or digital assets of the like (collectively "Coins") involves significant risks and the losses can be substantial. You should carefully consider and assess whether trading or holding of Coins is suitable for you depending upon your financial circumstances and tolerance to risk.

Coins such as Bitcoin and Ether are unlike traditional currencies, goods or commodities in the market and are subject to exceptional risks. Unlike other traditional forms of currency, Coins are decentralised and are not backed by a central bank, government or legal entities and remains unregulated. As such, the value of Coins may swing depending upon the market, confidence of investors, competing currencies, regulatory announcements or changes, technical problems or any other factors.

Due to the significant risks of trading Coins as well as the impact of technology and the international market, CoinHarbour cannot warrant or guarantee that particular Coins will be available on our Platform and Services. CoinHarbour reserves the right to stop offering trades in relation to particular Coins on our Platform and Services. We will use our reasonable endeavours to notify you if we cease to support trading in particular Coins. If this is the case, you will not be able to convert Coins into AUD or any other currency, however you will be given the option to move the Coins to another user, platform or third party website.

CoinHarbour only supports mechanisms such as Metacoins, Alt-Coins, Forks, Sidechains, Colour Coins or any other Coins which supplement and interact with digital currency, if CoinHarbour explicitly specifies through our Platform. The Platform will participate in Forks, airdrops and any other similar mechanisms at CoinHarbour’s absolute discretion. CoinHarbour does not allow for users to send Coins off the CoinHarbour Platform in order to pay, fund or contribute to an Initial Coin Offering unless explicitly stated and will not be responsible for the Coins sent off the platform nor the coins or tokens expected to be received from the Initial Coin Offering. CoinHarbour may also support the payment of a dividend, at CoinHarbour’s absolute discretion and if explicitly stated.

CoinHarbour is not responsible or liable for any Coins once they are transferred from our Platform to another site, device, platform or user. Nor is CoinHarbour responsible or liable for any Coins not traded on our Platform that have been sent into our Platform or Coins that have been sent to an incorrect wallet address or a wallet address for a different Coin. It is important for you to take precautions when transferring and storing your Coins whether on our platform or through other sites, wallets or devices. We take no responsibility for misappropriation or theft of your Coins. You should familiarise yourself with the security measures available when using a wallet service or other device for storage. Always take a greater degree of care and precaution to secure your passwords when operating in a digital environment. For more information about how to secure and protect your Coins, see Security Recommendations.

## Your Obligations

You warrant to us that you are a bona fide user of CoinHarbour’s Platform and Services for the purposes of trading Coins.

You must not:

Engage in any restricted or criminal activities, including but not limited to:

* Terrorist financing
* Money laundering
* Illegal gambling
* Distributing or funding drugs and drug paraphernalia
* Malicious hacking
* Knowingly or recklessly provide us with inaccurate or incomplete information through the Platform
* Use CoinHarbour’s Platform and Services for the purpose of obtaining, processing, distributing, viewing, assessing, analysing, copying or replicating any information, methods or processes related to the Platform (including without limitation by way of data scraping, the use of collection or accumulation tools and robotic or scripted responses);
* Reverse engineer, disassemble or otherwise attempt to construct, copy or replicate the Platform’s source code, formulas or processes;
* Interfere with the security of the Platform or the safe use of the Platform by others (including without limitation by way of distributing viruses, corrupted files or other similar software or programs that may damage the operation of any computer hardware or software or which are otherwise directed at the Website or its users);
* Use this Platform for any purpose that is unlawful or prohibited or in a way which infringes the intellectual property rights or other rights of any person (including us); Knowingly or recklessly use and/or take advantage of a technical or technological error, loophole or glitch on CoinHarbour’s Platform and Services;
* Use the Platform or the information contained in it for commercial purposes which are competitive to the Platform or our business or which would otherwise be detrimental or prejudicial to our interests in any way;
* Use systematic, repetitive or other related methods which are designed to generate or obtain repetitive and repeated amounts of data or other information from or to the Platform or which may otherwise place an unreasonable load on the infrastructure of the Platform;
* Publish, post, distribute, disseminate or send “spam material” or engage in any communication that is offensive, false, unlawful, defamatory, indecent, unfair or inappropriate in any way to others, which would reasonably be considered “spam” or which is deliberately false, misleading, or deceptive (or likely to mislead or deceive);
* Collect or store personal data about other users of the Platform; or Do anything else which may interfere with or negatively affect the operation of our Platform, Services or other users.
* Any user of CoinHarbour’s Platform who violates or breaches our Terms of Use may have their membership and trading account terminated, as well as any pending transactions cancelled. You may also be held liable for any losses incurred by CoinHarbour or any other user of the Platform.

CoinHarbour encourages users to report any problems or vulnerabilities with our Platform and Services by submitting a support request on our website or emailing us at CoinHarbour Support. If you notify us in good faith, we will not restrict your use of our Platform or Services.

## Trading and Using Your CoinHarbour Account

CoinHarbour will use its best endeavours to ensure that it meets its deposit and withdrawal timeframes. From time-to-time factors outside of CoinHarbour’s control may lead to delays. You acknowledge that CoinHarbour is not responsible for any losses that occur due to delays in processing deposits or withdrawals.

By using CoinHarbour’s Platform and Services, you acknowledge that CoinHarbour is not responsible for any delays you may experience in sending and transferring Coins to and/or from CoinHarbour’s Platform to other platforms, websites, users or wallets. These delays may be due to issues beyond CoinHarbour’s control, including issues with third party websites and platforms, wallets, congestion of the blockchain and CoinHarbour moving Coins into a secure storage vault or platform.

In addition to buying, selling, converting and trading Coins, you are only permitted to send your Coins to another user, platform, website or to your personal wallet. Due to the evolving nature of the technology, any technical issues regarding the blockchain and use of the network are beyond CoinHarbour’s control and CoinHarbour reserves the right to cancel transactions you have initiated which are delayed beyond a reasonable time or lapse due to time delays. In such circumstances, you may need to execute the transaction again or at another time.

In the circumstance where you have received, acquired, or accumulated any funds or assets due to an error, glitch or loophole, CoinHarbour may take reasonable action, including but not limited to restricting access or deducting the funds from the account, to recover the funds or assets from your CoinHarbour account. We will notify you if such error has occurred and it is our right to recover the misappropriated funds or assets.

It is your responsibility to check your CoinHarbour account and monitor the movement of your Coins including any pending, lapsed or cancelled through your transaction history and to re-execute any transactions which fail.

All deposits and withdrawals made are subject to the limits displayed on our Platform and Services. This amount may change from time to time due to the blockchain as well as the user demand, market activity and the price of particular Coins.

All fiat deposits and withdrawals can only be made to and from a financial institution account held by the verified CoinHarbour account holder.

During periods of market volatility, high volume trades, fast movement and illiquidity in the market, the market rate in which you buy, sell or trade Coins may be different to the price indicated on our Platform and as such we will be unable to execute your order and will return the funds to your account. CoinHarbour is not liable for any price variation due to market volatility, market or technology disruptions, delays or any other matters that caused by things that are outside CoinHarbour’s control. CoinHarbour may reasonably decide not to execute a trade if the market rate significantly increases or decreases or in the event of a market disruption or other event which is outside its control and in such cases CoinHarbour may cancel your buy/sell order and return the funds into your CoinHarbour account. CoinHarbour will exercise reasonable care to notify you of these events and when you receive a notification you must check your account and any pending or cancelled transactions.

## Conversion Services and Fees

A conversion fee applies to all transactions where Coins are purchased, sold or traded.

By using the CoinHarbour Platform, you accept the conversion rate and acknowledge that we may adjust our conversion fees at any time. CoinHarbour will notify you of the conversion fees that apply to your transaction at the time of the transaction.

We may delay, suspend or cancel a conversion transaction if we believe the transaction may be subject to illegal activity, fraud, including but not limited to the activities outlined in clause 13.

We reserve the right to delay, suspend or cancel a trade or transaction if there are technical reasons that prevent us from completing the transaction, or if CoinHarbour is unable to execute the transaction. This may be subject to reliance on a third party supplier, where we have reasonable belief that the trade is subject to illegal activity or fraud, technical difficulties or subject to a law enforcement action.

## Termination

CoinHarbour may suspend, limit, restrict, deactivate or terminate your access to CoinHarbour&rsquo;s Platform and Services, including your CoinHarbour account, if:

* You gain or attempt to gain unauthorised access to the Platform or another CoinHarbour member’s account;
* There is a technical or operational difficulty;
* You use the CoinHarbour Platform in order to perform illegal or criminal activities;
* Your use of the CoinHarbour Platform is subject to any pending investigation, litigation or government proceeding;
* You fail to pay or fraudulently pay for any transactions;
* We are unable to support your use;
* You breach any terms of this Terms of Use Agreement or Privacy Policy; or CoinHarbour receive a request from a law enforcement or government agency to do so.
* You may cancel your CoinHarbour account at any time, following the settlement of any pending transactions or trades. You will not be charged any fees for cancelling your CoinHarbour account, however you must pay any outstanding amounts owed to us.

## Indemnity

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless CoinHarbour (and each of its associated entities, directors, officers, affiliates, employees, service providers, members, representatives and agents, collectively the “Indemnified Parties”) from and against all claims, demands, actions, suits, proceedings, liabilities, losses, damages, penalties, fines, expenses and costs (including reasonable legal costs awarded by a court) which arise out of or relate to:

* Your conduct and use of our Platform and Services;
* Your breach of these Terms of Use, CoinHarbour’s Privacy Policy and/or AML-CTF Policy;
* Your breach of any law, regulation or rule;</li>
* Your violation or breach of CoinHarbour’s copyright, intellectual property, trade secrets, patents, trademarks, service marks or any other proprietary right under law;
* Any information that you provide to us via our Platform and Services; or any damage that you may cause to our Platform and Services, to any CoinHarbour user or any other person or entity.

This indemnity includes without limitation, liability relating to intellectual property rights, defamation and breaches of privacy.

## Liability

To the maximum extent permitted by law, CoinHarbour does not guarantee the quality, performance or fitness for purpose of the Platform and Services or the completeness, accuracy or currency of statements, representations and information of others (including without limitation data, reports and analyses) provided via the Platform and Services and CoinHarbour will not be liable to any person or entity for any direct, indirect, consequential or other loss, damage, liability, claim or expense (however caused, including due to negligence or breach of contract) which may arise out of, or in connection with, the use of the Platform and Services or the use of or reliance on information contained on or linked to the Platform and Services.

To the maximum extent permitted by law, the total aggregate financial liability of the Indemnified Parties to you, whether in contract, tort or statutory liability or otherwise, is limited to supplying the Platform and Services again or payment of the cost of having the Platform and Services supplied again.

We do not provide any warranty in relation to your use of CoinHarbour’s Platform and Services and we do not provide any warranty that the information displayed on our Platform and in relation to the Services is up-to-date, accurate or complete. CoinHarbour’s Platform and Services does not provide information to evaluate whether or not you should invest, use and trade in Coins. We give no warranties, guarantees or accept any liability (except that which cannot be excluded by law) in relation to the statements, representations and information of others (including without limitation data, reports and analyses) displayed on our Platform and in relation to the Services.

You should independently satisfy yourself as to the information provided through CoinHarbour’s Platform and Services. You agree to use CoinHarbour’s Platform and Services at your sole risk and at an “as is” basis.

## Use of our Platform and Services

### Security

The transmission of information over the Internet (including to or from the Platform) is not completely secure or error free. In particular, emails to or from us and information submitted to or accessed via this Platform may not be secure and you should use discretion in deciding what information you send to us via these means.

Emails to and from us may undergo email filtering and virus scanning, including by third party contractors. We do not warrant that such filters and scans will be effective in removing viruses or other potentially harmful code.

You acknowledge that you use the Platform and Services (and obtain and transmit data to it) entirely at your own risk, that it is provided on an “as is” basis and that we do not make any representations or warranties as to the security, availability of our Platform and Services or that your access or use will be uninterrupted, timely or secure.

CoinHarbour securely stores Coin private keys and other information in order to maintain the security and integrity of the system. We are committed to protecting users’ Coins and other information we collect from you and hold in highly secure data centres operated by a third party. The datacentres used have ISO 270014, 270175 and 270186 certifications and PCI DSS7 compliance. This has been independently audited by third parties. ISO 27018 certification has also been achieved for our data centre partners, which demonstrates a system of controls in place that specifically address the privacy protection of customer content. We ensure that your information is safe by managing access controls, such as identity, access management, permissions and security credentials. Access to personal information is only granted to an employee of CoinHarbour to carry out duties required to support our customers. Strong, multi-factor authentication is used and access is revoked when no longer required.

CoinHarbour uses a two-factor authentication process in order to verify your identity, maintain security and prevent any fraud.

As part of CoinHarbour’s commitment to protecting your Coins, all significant financial and trading transactions made by you from the CoinHarbour Platform to another third party website, platform or user, as well as all AUD withdrawals from the Platform to your personal bank account, may be required to be performed using CoinHarbour’s two-factor authentication. CoinHarbour users may be required to implement and use two-factor authentication for all withdrawals and transactions to buy, sell and trade Coins. It is your responsibility to implement such measures, programs and applications onto your computer and/or phone, such as Google authenticator, and how to use these security measures in order to complete the transaction.

As part of operating our Platform and Services, CoinHarbour may hold your funds, assets or Coins on different exchange platforms.

By using our Platform and Services, you agree to provide us with current, accurate and complete information, including any personal information, and agree to keep such information up to date.

CoinHarbour may provide your personal information or any other information such as your IP address or when your account was last accessed if requested by a law enforcement agency or government agency.

By creating a CoinHarbour account, you authorise CoinHarbour to make enquiries to verify your identity either directly or through third parties, in order to protect our Platform, Services and other users against fraud. In order to verify your account, you will provide us with personal information which will be verified against databases in your country, as such it is imperative that you provide us with accurate and up-to-date information. The verification of your identity and on-boarding of your account may take up to 10 business days to complete. You represent and warrant that the information you provide to us through our Platform is correct and up-to-date.

We cannot guarantee the identity of any other user, receiver or other party you engage with.

You agree that you will not use any other CoinHarbour account other than your own account, or access the account of another member or assist others in obtaining unauthorised access. If you use or obtain access to a CoinHarbour account, other than your own, this will result in immediate suspension and possible termination of your account. Any pending transactions or trades will also be suspended.

You are accountable for maintaining and preserving the confidentiality of your account information, your personal information you provide to CoinHarbour, the strength level of your password, whether you implement a two-factor authentication (unless otherwise stipulated in these Terms of Use), protecting your Coins by using a digital wallet and any other activities you undertake when using our Platform and Services. CoinHarbour recommends you implement and use two-factor authentication at all times when transacting on the Platform and a digital wallet to protect your crypto and Coins as well as personal information when holding your Coins outside the Platform. Do not hold large numbers of Coins within the Platform as this is a security risk and may increase your exposure to hacking and misappropriation of your Coins.

You must notify CoinHarbour immediately of any unauthorised access or use of your account, password or any other applicable breach of our Platform and Services by submitting a support request on our website.

## Linking and Framing

This Platform may contain links to other websites (Third Party Website) and may display content or information from other websites within frames on this Website (Third Party Content). When you click on those links or access Third Party Websites through the Platform, we may earn a payment as a result of that advertising or that referral.

We are not responsible or liable for the Third Party Website, any Third Party Content nor for any infringement of third party intellectual property rights as a result of hosting links to Third Party Websites and Third Party Content on the Platform.

We are not responsible or liable for the handling, use or disclosure of any personal information collected by a third party (including information collected through a Third Party Website) and we are released from any liability resulting from the third party&rsquo;s failure to handle, use and disclose your personal information in accordance with the Privacy Act 1988 (Cth).

We do not warrant the accuracy, currency or suitability for any purpose of the Third Party Websites or Third Party Content nor do we endorse the offers, products or services which they promote.

All statements, representations, offers, products or services provided through Third Party Websites and Third Party Content are the sole responsibility of the operator of the Third Party Website or the author of the Third Party Content and in so far as such links to Third Party Websites or Third Party Content are hosted on the Platform they are done so at the request of the operator or author for the purposes of promoting their offers, products and services. Except where expressly stated otherwise, we do not act as agent, representative, partner or in any other capacity on behalf of such operator or author.

### Cookies

We may use cookies to identify your computer on our server and so we can track your use on our Platform. In some instances cookies may collect and store personal information about you. Such personal information will only be used by us in accordance with our Privacy Policy.

### Intellectual Property

All information, graphics, data, prices, charts, video, audio and any other material (Platform Material) displayed on or available on the Platform, and all the underlying source code and software, is owned or used under license by us, except where expressly stated in these Terms of Use or elsewhere on the

This Platform, all Platform Material and any intellectual property which vests in either of them is protected by copyright. You may download and print content from this Platform for your own personal or internal business purposes only. You must not publish, adapt, communicate to the public, distribute to third parties, amend or make any other copy of information on this Platform without our prior written consent or otherwise do anything which would infringe our intellectual property rights in the Platform or the Platform Material.

All trademarks, registered trademarks, product names, logos and company names mentioned on this Platform are either owned by us or are displayed under licence or with permission from the owner. Those third-party marks, logos and names remain the property of their respective owners.

Reference on the Platform to any companies, products, services, branding, offers or other information, by trade name, trademark or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us or the respective trademark owner.

## Privacy

Any personal information we collect about you via this Platform will only be used and disclosed by us in accordance with our Privacy Policy.

## General

CoinHarbour will communicate with customers by email and telephone and will never provide links to other websites or request sensitive information such as 2-factor codes and passwords. If you are not sure if the email or telephone call you received is secure and from a trusted source, please email us at CoinHarbour Support and we will be able to assist you.

By using CoinHarbour’s Platform and Services, you accept that it is your responsibility to determine whether and to what extent, any taxes apply to any transactions or trades you conduct through our Services. It is also your responsibility to seek professional tax advice with respect to personal, business and self-managed superfund CoinHarbour accounts as well as to ensure that you are compliant and that the platform and features satisfy your requirements. CoinHarbour does not provide any advice or take any responsibility for information that you receive through our Platform and Services.

The Terms of Use published on the date you view them on the Platform supersede all prior versions.

If any provision of the Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining parts of the Terms of Use will be in full force and effect.

If we are unable to perform our Services as stipulated in the Terms of Use due to circumstances out of our control, including but not limited to, change of law, regulations or policy, or an event of Force Majeure, we will not be held liable.

These Terms of Use are governed by the laws of the State of Victoria and in the event that we have a legal dispute relating to this Platform or these Website Terms and Conditions, the Courts of Victoria will have non-exclusive jurisdiction.

*Thank you for supporting CoinHarbour*

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