

Cookie Policy

Data Subject Access Request (DSAR) Form

FAO for Law Enforcement

Privacy Policy

User Agreement

Verse DEX Service Terms

Wallet Service Terms

User Agreement

Last Updated: 31 January, 2025

This is an agreement between the Bitcoin.com entity identified in the table below ("Bitcoin.com", "we", "us", or "our") and you (together with Bitcoin.com, the "Parties" and each a "Party"). By using the Bitcoin.com website (the "Site") and any services available within the Site (collectively the "Services"), you agree that you have read, understood, and accept all of the terms and conditions contained herein (the "User Agreement"), as well as our Privacy Policy, and Cookie Policy.

You may contact Bitcoin.com via email at support@bitcoin.com.

We offer a wide range of Services, and additional terms may apply. When you use a Bitcoin.com service, you will also be subject to the guidelines, terms, and agreements applicable to that particular service (the "Service Terms"). If this User Agreement is inconsistent with the Service Terms, the Service Terms will control.

ENTERING INTO THIS AGREEMENT CONSTITUTES A WAIVER OF YOUR RIGHT TO A TRIAL BY JURY AND PARTICIPATION IN A CLASS ACTION LAWSUIT.

1. General Use

1.1 Eligibility. By using our Services and entering into this User Agreement, you affirm that you are an

individual, at least 18 years of age or older, have the capacity to enter into this User Agreement and agree to be legally bound by the terms and conditions of this User Agreement, including the Cookie Policy, the Privacy Policy and Service Terms when applicable.

1.2 Modification. We may change the terms of this User Agreement at any time. Any such changes shall take effect when posted on the Site, or when you use the Services. Read the User Agreement carefully on each occasion you use the Services. Your continued use of the Services shall signify your acceptance to be bound by the current User Agreement.

2. Compliance with Applicable Law

Your relationship with Bitcoin.com and use of any of the Services may be subject to the laws, regulations, and rules of governmental or regulatory authorities in your or our jurisdiction (the "Applicable Law"). By entering into this User Agreement, you agree to act in compliance with and be legally bound to any and all Applicable Law. Bitcoin.com commits to complying with all regulatory, legal, and jurisdictional requirements globally, ensuring strict adherence to applicable laws including AML, KYC, and CFT regulations. Users agree to cooperate with Bitcoin.com's compliance team for periodic reviews and audits as required. For payment processing through on-ramp and off-ramp services, users may be subject to the service provider's compliance requirements, including but not limited to Know Your Customer (KYC) and Anti-Money Laundering (AML) regulations. The service provider may request additional documentation to meet these requirements. By using these services, you agree to comply with all applicable on-ramp and off-ramp services compliance obligations.

3. Accessing the Services

- **3.1 Limited License.** We grant you a limited, non-exclusive, non-transferable license to access and use the Services and the Site solely in accordance with the terms of this User Agreement.
- **3.2 Credentials.** You must keep secret all credentials associated with the Services. You are solely responsible for managing and maintaining the security of any information relating to such credentials and agree that Bitcoin.com shall not be held responsible (and you shall not hold us responsible) for any unauthorised access to the Services or any resulting harm you may suffer.
- **3.3 Compliance.** Your access to one or more Services may be contingent upon creating a user account and satisfying our onboarding processes as well as our Compliance Program. "Compliance Program" means the requirements set by Bitcoin.com for collecting, verifying, recording and reporting information about you, upon first accessing certain Services and on an ongoing basis, whether for our business risk-management purposes or to comply with legal requirements applicable to us. The information we request may include, without limitation, personally identifiable information such as network address, name, email, address, telephone number, date of birth, taxpayer identification or social security number, official government-issued photo identification, and bank account information or other information we may reasonably deem helpful in satisfying our risk management or legal obligations. In providing this information to us you represent that it is accurate and agree to update your information promptly, but in no event later than 14 days following any change in your information. Failure to provide information or update your user account promptly may result in Services being unavailable to you.

- **3.4 Communications.** Any and all communications from Bitcoin.com may be provided to you via electronic mail at the address you provided when accessing the Services. Bitcoin.com shall not be responsible for any harm you may suffer as a result of your failure to receive any notice provided to you in connection with this User Agreement or your use of Services so long as such notice is provided to such email address.
- **3.5 Termination.** We may close, terminate, enable, or disable any or all of the Services or your access to the Services at any time and for any reason.

4. Risks of Digital Assets

Please note that all transactions involving digital assets such as Bitcoin, Bitcoin Cash, and Ether involve substantial risks. You should therefore carefully consider whether using our Services is suitable for you in light of your financial condition. In considering whether to hold digital assets, you should be aware that the price or value of a digital asset can change rapidly, decrease, and potentially even fall to zero. Past performance is not an indicator of future performance. You acknowledge that we are not responsible for any loss of your digital asset, resulting from theft, loss, or mishandling of private keys outside our control.

We are not responsible for any digital asset market and we make no representations or warranties concerning the real or perceived value of digital assets as denominated in any quoted currency. Although we may provide historical and/or real-time data regarding the price of digital assets, we make no representations regarding the quality, suitability, truth, usefulness, accuracy, or completeness of such data, and you should not rely on such data for any reason whatsoever. You understand and agree that the value of digital assets can be volatile, and we are not in any way responsible or liable for any losses you may incur by using or transferring digital assets in connection with our Services.

We do not provide investment advice and any content contained on the Site should not be considered as a substitute for tailored investment advice. The contents of our Site and the Services should not be used as a basis for making investment decisions.

5. Intellectual Property

Unless otherwise indicated by us, all intellectual property rights and any content provided in connection with the Site or the Services, are the property of Bitcoin.com or our licensors or suppliers and are protected by applicable intellectual property laws. We do not give any implied license for the use of the contents of the Site or the Services.

You accept and acknowledge that the material and content contained in or delivered by the Site or the Services is made available for your personal, lawful, non-commercial use only and that you may only use such material and content for the purpose of using the Site or the Services as set forth in this Agreement.

You further acknowledge that any other use of content from the Site or the Services is strictly prohibited and you agree not to infringe or enable others to infringe our intellectual property rights. You agree to

retain all copyrighted and other proprietary notices contained in the material provided via the Site or the Services on any copy you make of the material but failing to do so shall not prejudice Bitcoin.com's intellectual property rights therein.

You may not sell or modify materials derived or created from the Site or the Services or reproduce, display, publicly perform, distribute or otherwise use the materials in any way for any public or commercial purpose. Your use of such materials on any other website or on a file-sharing or similar service for any purpose is strictly prohibited. You may not copy any material or content derived or created from the Site or the Services without our express, written permission.

Any rights not expressly granted herein to use the materials contained on or through the Site or the Services are reserved by Bitcoin.com in full.

6. Accuracy of Information

Bitcoin.com endeavors to verify the accuracy of any information displayed, supplied, passing through or originating from the Services, but such information may not always be accurate or current. Accordingly, you should independently verify all information before relying on it, and any decisions or actions taken based upon such information are your sole responsibility. We make no representation or warranty of any kind, express or implied, statutory or otherwise, regarding the contents of the Services, information and functions made accessible through the Services, any hyperlinks to third party websites, or the security associated with the transmission of information through the Services, or any website linked to the Services.

7. Third Party Services and Content

In using the Services, you may view content or services provided by third parties, including links to web pages and services of such parties ("Third Party Content"). Bitcoin.com works with a diverse network of third-party service providers to deliver secure and efficient services. These providers include but are not limited to on-ramp & off-ramp providers, payment processors, identity verification services, infrastructure hosting, and analytics platforms. Bitcoin.com ensures that all third-party partners adhere to the highest standards of security, privacy, and compliance to safeguard user data and transactions. We do not control, endorse or adopt any Third Party Content and have no responsibility for Third Party Content, including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction. Any loss or damage of any sort incurred as a result of your use of Third Party Content is at your own risk.

On-ramp & off-ramp Providers

Bitcoin.com partners with third-party on-ramp and off-ramp providers to enable users to buy, sell, and exchange digital assets. By using these services, you acknowledge and agree to the following:

1. **Provider Responsibility**: All on-ramp, off-ramp, and exchange transactions are managed exclusively

by the respective provider and are governed by their terms of service and privacy policy.

- 2. **User Information**: The provider may require personal information, including but not limited to your name, email address, payment details, and government-issued identification, to meet legal obligations such as Know Your Customer (KYC) and Anti-Money Laundering (AML) compliance.
- 3. **Bitcoin.com Liability**: Bitcoin.com does not store, process, or manage your payment information. Bitcoin.com is not responsible for the on and off ramp provider's performance, compliance, or any issues arising from payment transactions, and any disputes should be addressed with the on and off ramp provider. In addition, your dealings or correspondence with such third parties are solely between you and the third party.

8. Communications from Bitcoin.com

When using our Services, you agree to receive email communications from Bitcoin.com. You will have the ability to unsubscribe or opt-out from such communications at any time.

9. Representations, Warranties, Indemnification, and Limitations of Liability

- **9.1 Acceptable Use of Bitcoin.com Services.** When accessing or using the Services, you agree that you are solely responsible for your conduct while accessing and using our Services. Without limiting the generality of the foregoing, you agree that you shall not:
- a. use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- b. use the Services to pay for, support or otherwise engage in any illegal activities, including, but not limited to illegal gambling, fraud, money laundering, or terrorist activities;
- c. use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
- d. use or attempt to use another person's credentials without authorisation;
- e. attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorised to access;
- f. introduce to the Services any virus, Trojan, worms, logic bombs or other harmful material;
- g. develop any third-party applications that interact with our Services without our prior written consent; h. provide false, inaccurate, or misleading information; or
- i. encourage or induce any other person to engage in any of the activities prohibited under this Section.
- 9.2 Disclaimer of Warranties. BITCOIN.COM DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, TITLE, NON-INFRINGEMENT AND/OR QUIET ENJOYMENT, AND ANY SERVICES PROVIDED BY BITCOIN.COM ARE PROVIDED "AS IS" AND "AS AVAILABLE." EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOU ACKNOWLEDGE THAT BITCOIN.COM MAKES NO WARRANTIES UNDER THIS AGREEMENT DIRECTLY FOR THE BENEFIT OF ANY END USER, AND THAT BITCOIN.COM'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF YOU ONLY, AND NOT FOR THE BENEFIT OF ANY OTHER PERSON. IN ENTERING

INTO THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY OF BITCOIN.COM OR ITS AFFILIATES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SERVICES SHALL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

9.3 Limitation of Liability. In NO Event Shall Bitcoin.com, its affiliates and service providers, or any of their respective officers, directors, agents, employees or representatives, be liable for any lost profits or any special, incidental, indirect, intangible, or consequential damages, whether based in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with authorized or unauthorized use of the services, or this agreement, even if an authorized representative of bitcoin.com has been advised of, knew of, or should have known of the possibility of such damages. For example (and without limiting the scope of the preceding sentence), you may not recover for lost profits, lost business opportunities, or other types of special, incidental, indirect, intangible, or consequential damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

UNDER NO CIRCUMSTANCES SHALL WE BE REQUIRED TO DELIVER TO YOU ANY VIRTUAL CURRENCY AS DAMAGES, MAKE SPECIFIC PERFORMANCE OR ANY OTHER REMEDY. IF YOU WOULD BASE YOUR CALCULATIONS OF DAMAGES IN ANY WAY ON THE VALUE OF VIRTUAL CURRENCY, YOU AND WE AGREE THAT THE CALCULATION SHALL BE BASED ON THE LOWEST VALUE OF THE VIRTUAL CURRENCY DURING THE PERIOD BETWEEN THE ACCRUAL OF THE CLAIM AND THE AWARD OF DAMAGES.

WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED IN WHOLE OR IN PART BY (A) THE

WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED IN WHOLE OR IN PART BY (A) THE MALFUNCTION, UNEXPECTED FUNCTION OR UNINTENDED FUNCTION OF ANY COMPUTER OR CRYPTOCURRENCY NETWORK, INCLUDING WITHOUT LIMITATION LOSSES ASSOCIATED WITH NETWORK FORKS, REPLAY ATTACKS, DOUBLE-SPEND ATTACKS, SYBIL ATTACKS, 51% ATTACKS, GOVERNANCE DISPUTES, MINING DIFFICULTY, CHANGES IN CRYPTOGRAPHY OR CONSENSUS RULES, HACKING OR CYBERSECURITY BREACHES; (B) THE CHANGE IN VALUE OF ANY CRYPTOCURRENCY; (C) ANY CHANGE IN LAW, REGULATION OR POLICY, OR (D) FORCE MAJEURE. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9.4 Indemnification. You agree to indemnify and hold harmless Bitcoin.com, its affiliates, subsidiaries, directors, managers, members, officers, and employees from any and all claims, demands, actions, damages, losses, costs or expenses, including without limitation, reasonable legal fees, arising out of or relating to: (a) your use of the Site or Services; (b) breach of this User Agreement or any other policy; (c) feedback or submissions you provide; (d) false, incomplete, or misleading information relied upon by us to verify your identity and source of funds, where applicable; or (e) violation of any rights of any other person or entity; provided however, that you shall not indemnify Bitcoin.com for claims or losses arising out of Bitcoin.com's gross negligence or willful misconduct. This indemnity shall apply to your successors and assigns and shall survive any termination or cancellation of this User Agreement.

Any and all of our indemnities, warranties, and limitations of liability (whether express or implied) are hereby excluded to the fullest extent permitted under law except as set forth herein. Nothing in this User Agreement excludes or limits liability which may not be limited or excluded under

10. Miscellaneous

10.1 Force Majeure. If by reason in whole or in part of any Force Majeure Event, either you or Bitcoin.com is delayed or prevented from complying with this User Agreement, then such delay or non-compliance shall not be deemed to be a breach of this User Agreement and no loss or damage shall be claimed by you or Bitcoin.com by reason thereof. "Force Majeure Event" means any event beyond the party's reasonable control, including, but not limited to, pandemic, flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, failure in bank performance, or equipment or software malfunction including network splits or "forks" or unexpected changes in a computer network upon which the Services rely.

10.2 Taxes. It is your responsibility to determine what, if any, taxes apply due to your use of the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. Bitcoin.com is not responsible for determining whether taxes apply to your use of the Services or for collecting, reporting, withholding, or remitting any taxes arising from any virtual currency transactions. 10.3 Severability, Reformation. In the event that any provision of this User Agreement is unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of this User Agreement is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable. The provisions of this User Agreement will, where possible, be interpreted so as to sustain its legality and enforceability. 10.4 Assignment. This User Agreement shall be binding on your successors, heirs, personal representatives, and assigns. You may not assign or transfer any of your rights or obligations under this User Agreement without prior written consent of Bitcoin.com, which may be withheld in Bitcoin.com's sole discretion. We may assign rights or delegate duties under this User Agreement in our sole discretion. 10.5 Relationship of the Parties. Nothing in this User Agreement is intended to, nor shall create any partnership, joint venture, agency, consultancy or trusteeship. You and Bitcoin.com are independent contractors for purposes of this User Agreement.

10.6 Entire Agreement. This User Agreement constitutes the entire agreement among the Parties with respect to the subject matter described herein and shall supersede all prior agreements and understandings, written or oral, among the Parties. Subsequent discussions or negotiations between you and Bitcoin.com or Bitcoin.com personnel shall only amend or become part of this User Agreement by way of a written amendment specifically referencing the last updated date and name of this User Agreement.

10.7 Contact Information. You may contact Bitcoin.com via email at support@bitcoin.com.

11. Dispute Resolution

By entering into this Agreement, you expressly waive your right to a trial by jury and right to participate in a class action lawsuit. You further agree that the arbitration will take place on an individual basis, that class arbitrations and class actions are not permitted, and that you are agreeing to give up the ability to

participate in any class action. For avoidance of doubt, you are agreeing to give up the ability to bring a lawsuit in court (except small claims discussed herein); and you are giving up the ability to bring or participate in a class action in any form or forum, even if your dispute is determined not to be subject to arbitration.

This Section 8 will survive any termination of your relationship with us. If any provision of this Agreement shall be deemed unlawful, invalid or otherwise unenforceable, then that provision shall be deemed severable from this Agreement. Severing any such provision from this Agreement shall not affect the validity and enforceability of any remaining provisions, except as otherwise noted herein.

12. Feedback

Bitcoin.com strives to improve its Services to address feedback. If you have ideas or suggestions regarding improvements or additions to the Services, we would like to hear them; however, any submission shall be subject to this User Agreement.

Under no circumstances shall disclosure of any idea or feedback, or any related material to Bitcoin.com be subject to any obligation of confidentiality or expectation of compensation.

By submitting an idea or feedback or any related material that would be subject to intellectual property rights (the Work) to Bitcoin.com, you grant to Bitcoin.com, with respect to the Work submitted, a non-exclusive, perpetual, global, royalty-free license to use all of the content of such ideas and feedback, for any purpose whatsoever.

By submitting Work, you are waiving any moral rights to the fullest extent permitted under law that you may have in the Work and are representing and warranting to Bitcoin.com that the Work originated with you, no one else has any rights in the Work, and that Bitcoin.com is free of any royalty to implement the Work and to use the related material if so desired, as provided or modified by Bitcoin.com, without obtaining permission or license from any third party We may sub-license in any way all Work and material you have submitted to Bitcoin.com.

English

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