

Coinbase Wallet Terms of Service

Last Updated: October 8, 2024

Coinbase Bermuda Technologies Limited (“**CBTL**” or “**we**” or “**us**” or “**our**”) makes available to users certain software services accessible via web browser and/or a mobile device application, including self-custody externally owned accounts (EOA) and smart contract wallets (commonly known as Coinbase Wallet) (the “**Product**”). CBTL is a wholly owned subsidiary of Coinbase Global, Inc. The Product enables users to (i) store digital assets; (ii) access a digital asset browser and link to third party decentralized exchanges (“**DEXs**”) and third party decentralized applications (together with DEXs, collectively “**Dapp(s)**”); (iii) view addresses and information that are part of digital asset networks and broadcast transactions; (iv) participate in retail DEX trades and associated DEX activity; and (v) additional functionality as CBTL may add to the Product from time to time (collectively the “**Services**”). CBTL developed these Terms of Service (these “**Terms**”) to describe the terms that govern your use of all versions of the Product and the Services. These terms and additional information about the Product can be found at <https://www.coinbase.com/wallet> (the “**Site**”).

Agreement to Terms

By clicking “Accept terms” or by accessing the Product through any means or using any or all of the Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, you may not access or use the Services.

If you reside in the United States or Canada, then you agree that you have read, understand, and accept the Coinbase Wallet Arbitration Agreement in Appendix 1 of these Terms.

By agreeing to the Coinbase Wallet Arbitration Agreement, you and we agree to resolve any disputes we may have with each other via binding arbitration or in small claims court (instead of a court of general jurisdiction), and you agree to do so as an individual (instead of as a member of a class in a class action). To the extent that the law allows, you also waive your right to a trial by jury. For more information, see the section in these Terms entitled “Dispute Resolution, Arbitration Agreement, Class Action Waiver, and Jury Trial Waiver.”

It is also important that you review the “Limitation of Liability” and “Warranty Disclaimer” sections of these Terms.

Privacy Policy

Please refer to [Coinbase Wallet’s Privacy Policy](#) (the “**Privacy Policy**”) for information on how we collect, use and disclose information from our Product users.

If you are a non-EEA resident, you acknowledge and agree that your use of the Services is subject to the Privacy Policy. You further agree that we may collect, use and/or disclose your information (including any personal data you provide to us) in accordance with the Privacy Policy.

Changes to Terms or Services

We may modify the Terms at any time at our sole discretion. If we do so, we’ll let you know either by posting the modified Terms on the Site, by providing you a notice through the Product, or through other methods of communication which we deem reasonable. The modified Terms will be effective at the time they are posted on the Site. It’s important that you review the Terms whenever we modify them because if you continue to use the Services after we have modified the Terms, you are agreeing to be bound by the modified Terms. If you don’t agree to be bound by the modified Terms, then you may not use the Services. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

Who May Use the Services

Eligibility

You may use the Services if you are 18 years or older and are not barred from using the Services under applicable law.

Registration and Your Information

If you want to use the Services you’ll have to create an account (“**Account**”). You agree that you won’t disclose your Account credentials to anyone and you’ll notify us immediately of any unauthorized use of your Account. If you suspect that your 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, your Account, and/or Coinbase, you must notify Coinbase Support immediately at <https://help.coinbase.com> and provide accurate and up to date information throughout the duration of the incident. You’re responsible for all activities that occur under your Account, or are otherwise referable to your Account credentials, whether or not you know about them. We reserve the right to suspend or terminate your Account,

including if you provide inaccurate, untrue, or incomplete information, or if you fail to comply with the Account registration requirements or these terms.

Recovery Phrase and Passkeys

You are solely responsible for the retention and security of your Account credentials, your twelve word recovery phrase for EOA wallets (“**Recovery Phrase**”) and your unique digital or hardware credentials (for example, iCloud and Google Passkeys, hardware authentication devices such as Yubikeys) that are tied to your smart contract wallets (“**Passkeys**”). Your Recovery Phrase and/or Passkeys are the only way to access the cryptocurrency associated with your Account. Anyone that has access to your Recovery Phrase and/or Passkeys can access your cryptocurrency. **IF YOU LOSE YOUR RECOVERY PHRASE AND/OR PASSKEYS, YOU WILL NOT BE ABLE TO ACCESS YOUR CRYPTOCURRENCY IN THE PRODUCT. YOU ACKNOWLEDGE THAT CBTL DOES NOT STORE AND IS NOT RESPONSIBLE IN ANY WAY FOR THE SECURITY OF YOUR RECOVERY PHRASE AND/OR PASSKEYS. YOU AGREE TO HOLD CBTL AND ITS AFFILIATES HARMLESS FOR ANY LOSSES ARISING FROM YOU LOSING YOUR RECOVERY PHRASE AND/OR PASSKEYS. YOU AGREE THAT CBTL AND ITS AFFILIATES SHALL NOT BE LIABLE IN ANY WAY IF YOU LOSE YOUR RECOVERY PHRASE AND/OR PASSKEYS AND CANNOT ACCESS YOUR CRYPTOCURRENCY.**

Feedback

We welcome feedback, comments, ideas, and suggestions for improvements to the Services (“**Feedback**”). You can submit Feedback by contacting us at <https://help.coinbase.com/en/wallet>. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

Ownership and Control

You own and control digital assets held in your Account. As the sole owner of digital assets in your Account, you shall bear all risk of loss of such digital assets. CBTL shall have no liability for digital asset fluctuations or loss associated with your use of the Product. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your digital assets by sending it to a different blockchain address. You acknowledge that by engaging the Services you are at no time transferring your assets to CBTL or its affiliates.

Content Ownership, Responsibility and Removal

For purposes of these Terms: (i) “**Content**” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; (ii) “**User Content**” means any Content that Account holders (including you) make available through the Services; and (iii) “**CBTL**” means all Content except for User Content. Content includes without limitation User Content.

We do not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content.

Subject to the foregoing, CBTL Holdings and its licensors exclusively own all right, title and interest in and to the Services and the CBTL Content, including all associated intellectual property rights. You acknowledge that the Services and the CBTL Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or the CBTL Content.

Rights in User Content Granted by You

In order to operate and provide our Services, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, copy, distribute, create derivative works of, display, and perform the User Content that you upload, submit, store, send, or receive using the Product or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services. Additional information about your privacy and how we use User Content is available in the Privacy Policy.

You warrant and represent that you have the right and authority to submit your User Content and that the User Content or any part thereof does not infringe the intellectual property rights or any other rights of any third party.

You acknowledge that, in certain instances, where you have removed your User Content by deleting it, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

Rights in Content Granted by CBTL

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable

license to download, view, copy, display and print the Content solely in connection with your permitted use of the Services.

Rights in Product, Site and Services Granted by CBTL

The Product, the Site and Services are proprietary to CBTL and its licensors and must not be used other than strictly in accordance with these Terms. CBTL grants to you a limited, non-exclusive, non-transferable, non-sublicensable license to use the Product, and the Site for the purposes of accessing and using the Services in accordance with these Terms.

Fees

We may charge fees for some or part of the Services we make available to you. We reserve the right to change those fees at our discretion. We will disclose the amount of fees we will charge you for the applicable Service at the time that you access the Service.

You may incur charges from third parties for use of linked services. For example, you may be charged fees via the Dapps and/or DEXs that you may access via the Product. You may also be charged fees by Coinbase, Inc. (or one of its affiliates, depending on your location) if you transact in your Coinbase account from the Product (if you elect to link the Product to your Coinbase account). Third party fees are not charged by CBTL and are not paid to CBTL.

Acceptable Use and Enforcement Rights

You agree not to use the Services in ways that:

- Violate, misappropriate, or infringe the rights of CBTL, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights;
- Are illegal, defamatory, threatening, intimidating, or harassing;
- Involve impersonating someone;
- Breach any duty toward or rights of any person or entity, including rights of publicity, privacy, or trademark;
- Involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party (including another user) to protect the Services or Content;
- Disguise your location through IP proxying or other methods;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Although we have no obligation to monitor any User Content, we have absolute discretion to remove User Content at any time and for any reason without notice. You understand that by using the Services, you may be exposed to User Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any User Content, including any loss or damage to any of your User Content.

You agree to comply with all applicable laws including but not limited to export restrictions, end-user restrictions, antiterrorism laws, and economic sanctions. You are not permitted to use the Product or Services if doing so would violate applicable laws and regulations, including but not limited to those promulgated by the United Nations Security Council, Singapore, the United Kingdom, the United States (including those prohibiting dealings with sanctioned persons identified by the U.S. Department of the Treasury's Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons ("SDN"), or other U.S. non-SDN restricted or prohibited parties lists, and those prohibiting dealings with persons organized, resident, or located in comprehensively sanctioned jurisdictions), and/or any other applicable national, provincial, federal, state, municipal or local laws and regulations (each as amended from time to time).

Third Party Materials and DEXs

The Services and Product may contain links to third-party services, DEXs, and/or Dapps ("**Third Party Materials**"). The Services enable you to access Dapps via a Dapp browser, WalletLink by navigating away from the Product to the Dapp, by enabling a native frontend software link within the Product, and/or by purchasing assets in a DEX environment through the Product or trade on DEX functionality. When using any Third Party Materials, you understand that you are at no time transferring your assets to us. We provide access to Third Party Materials only as a convenience, do not have control over their content, and do not recommend, warrant or endorse, and are not responsible for the availability or legitimacy of, the content, products, services, or assets on or accessible from those Third Party Materials (including any related websites, resources or links displayed therein). You are solely responsible for any fees or costs associated with accessing Third Party Materials.

We make no warranties or representations, express or implied, about such linked Third Party Materials, the third parties they are owned and operated by, the information contained on them, the suitability of their products or services, or the assets they

make accessible. You acknowledge sole responsibility for and assume all risk arising from your use of any Third Party Materials, third-party websites, applications, or resources. Third Party Materials, such as Dapps and DEXs, may provide access to assets which have high risks of illiquidity, devaluation, lockup, or loss. CBTL and its affiliates shall not bear any liability, whatsoever, for any damage caused by any Third-Party Materials. You should use care in linking your Wallet with any Third-Party Materials or otherwise providing any third-parties with access to the Product.

You may be able to link the Product to your Coinbase account to enable access to your Coinbase account from the Product.

Termination

We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time by following the account closure instructions in the Product. Upon any termination, discontinuation or cancellation of Services or your Account, (i) all rights and/or licenses granted to you under these Terms shall immediately cease and terminate and you shall forthwith cease the use and/or access of the Product, Site, Services and Content in any way whatsoever; and (ii) notwithstanding the foregoing, the following provisions will survive: Feedback, Content and Content Rights, Content Ownership, Responsibility and Removal (save for the subsection "Rights in Content Granted by CBTL"), Termination, Warranty Disclaimers, Indemnity, Limitation of Liability, Dispute Resolution, Arbitration Agreement, Class Action Waiver, and Jury Trial Waiver, and General Terms.

Warranty Disclaimers

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES (INCLUDING ANY PRIVATE KEY STORAGE SERVICE OFFERED AS PART OF THE SERVICES, WHETHER CLOUD OR HARDWARE-BASED) AND CONTENT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE PRODUCT, SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CBTL SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. CBTL DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SERVICES OR ANY OF THE MATERIALS CONTAINED THEREIN WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. SERVICE INTERRUPTIONS MAY CAUSE YOU TO BE SIGNED OUT OF YOUR ACCOUNT AND REQUIRE YOU TO RE-ENTER YOUR RECOVERY PHRASE TO REGAIN ACCESS.

USE OF ANY PRIVATE KEY STORAGE SERVICE INCLUDED AS PART OF THE SERVICES IS OFFERED TO YOU AS A CONVENIENCE, SUBJECT TO THE LIMITATIONS ABOVE. YOU ARE SOLELY IN CONTROL OF AND RESPONSIBLE FOR STORING AND SECURING YOUR PRIVATE KEY AND RECOVERY PHRASE FOR THE PRODUCT. CBTL DOES NOT STORE A BACKUP OF, AND WILL NOT BE ABLE TO RECOVER, YOUR PRIVATE KEY OR RECOVERY PHRASE. **IF YOU LOSE YOUR RECOVERY PHRASE, THEN YOU WILL LOSE ACCESS TO ALL ASSETS YOU HAVE STORED IN YOUR WALLET. DO NOT LOSE YOUR RECOVERY PHRASE.** YOU SHOULD ALWAYS BACKUP YOUR COINBASE WALLET PRIVATE ACCESS KEY VIA SECONDARY MEANS.

Indemnity

You agree that you will indemnify and hold harmless CBTL and its affiliates, officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services or Content, (ii) your User Content, (iii) Third Party Materials, or (iv) your violation of these Terms.

Limitation of Liability

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, CBTL AND ITS AFFILIATES SHALL NOT BE LIABLE FOR DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES ALLEGEDLY ARISING FROM THE COMPROMISE OR LOSS OF YOUR LOGIN CREDENTIALS OR FUNDS, OR LOSS OF OR INABILITY TO RESTORE ACCESS FROM YOUR RECOVERY PHRASE, OR FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, DEFECTS AND/OR ERRORS IN THE TRANSMISSION OF TRANSACTIONS OR MESSAGES TO ANY DIGITAL ASSET NETWORK, OR THE FAILURE OF ANY MESSAGE TO SEND OR BE RECEIVED BY THE INTENDED RECIPIENT IN THE INTENDED FORM, OR FOR DIMINUTION OF VALUE OF ETHER OR ANY OTHER DIGITAL TOKEN OR DIGITAL ASSET ON A DIGITAL ASSET NETWORK. CBTL SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES 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, EVEN IF AN AUTHORIZED REPRESENTATIVE OF CBTL HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

CBTL MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT LINKED THIRD PARTY SERVICES, THE THIRD PARTIES THEY ARE OWNED AND OPERATED BY, THE INFORMATION CONTAINED ON THEM,

ASSETS AVAILABLE THROUGH THEM, OR THE SUITABILITY, PRIVACY, OR SECURITY OF THEIR PRODUCTS OR 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 TRADED THROUGH SUCH THIRD-PARTY SERVICES. CBTL SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO SOFTWARE, PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTIES AND ACCESSED THROUGH THE PRODUCT, SITE OR SERVICES, INCLUDING ANY DAPPS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL CBTL' TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (\$100.00 USD) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.

Dispute Resolution, Arbitration Agreement, Class Action Waiver, and Jury Trial Waiver

If you have a dispute with us, you agree to first contact Coinbase Support via our Customer Support page (<https://help.coinbase.com>). If Coinbase Support is unable to resolve your dispute, you agree to follow our Formal Complaint Process. You begin this process by submitting our [complaint form](#). If you would prefer to send a written complaint via mail, please include as much information as possible in describing your complaint, including your support ticket number, how you would like us to resolve the complaint, and any other relevant information to us at 82 Nassau St #61234, New York, NY 10038. The Formal Complaint Process is completed when Coinbase responds to your complaint or 45 business days after the date we receive your complaint, whichever occurs first. You agree to complete the Formal Complaint Process before filing an arbitration demand.

Disputes with Customers Who Reside in the United States or Canada

If you reside in the United States or Canada, and if you have a dispute with us or if we have a dispute with you, the dispute shall be resolved through binding arbitration or in small claims court pursuant to the Coinbase Wallet Arbitration Agreement in Appendix 1 below.

As an illustration only, the following is a summary of some of the terms of the Coinbase Wallet Arbitration Agreement:

- Disputes will be resolved individually (in other words, you are waiving your right to proceed against CBTL in a class action). However, if you or we bring a coordinated group of arbitration demands with other claimants, you and we agree that the American Arbitration Association (AAA) must batch your or our arbitration demand with up to 100 other claimants to increase the efficiency and resolution of such claims.
- Certain disputes must be decided before a court, including (1) any claim that the class action waiver is unenforceable, (2) any dispute about the payment of arbitration fees, (3) any dispute about whether you have completed the prerequisites to arbitration (such as exhausting the support and Formal Complaint processes), and (4) any dispute about which version of the Coinbase Wallet Arbitration Agreement applies.
- In the event that a dispute is filed with a court that does not fall into one of the above four categories, either you or Coinbase may move to compel the court to order arbitration. If the court issues an order compelling arbitration, the prevailing party on the motion to compel may recover its reasonable attorneys' fees and costs.

Disputes with Customers Who Reside Outside the United States and Canada

If you do not reside in the United States or Canada, the Arbitration Agreement described above does not apply to you and you may resolve any claim you have with us relating to, arising out of, or in any way in connection with our Terms, us, or our Services in a court of competent jurisdiction.

General Terms

These Terms constitute the entire and exclusive understanding and agreement between CBTL and you regarding the Product, the Services, and any Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between CBTL and you regarding the Product, the Services, and any Content. If any provision of these Terms is held invalid or unenforceable (either by an arbitrator appointed pursuant to the terms of the Coinbase Wallet Arbitration Agreement or by a court of competent jurisdiction), then that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and void. We may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and insure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by us under these Terms, including those regarding modifications to these Terms, will be given by posting to the Site or in the Product, and/or through other electronic communication. You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, **"Communications"**) that we provide in connection with your Account and your use of the Services.

These Terms and any action related thereto will be governed by the laws of the state of California in the United States, without regard to California's conflict of laws provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of CBTL. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

These Terms are written in English (U.S.). Any translated version is provided solely for your convenience. To the extent any translated version of our Terms conflicts with the English version, the English version controls.

Contact Information

If you have any questions about these Terms or the Services, please contact us at wallet.support@coinbase.com or visit <https://help.coinbase.com/en/contact-us>.

APPENDIX 1: COINBASE WALLET ARBITRATION AGREEMENT

1. Applicability of Arbitration Agreement

Subject to the terms of this Coinbase Wallet Arbitration Agreement (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Arbitration Agreement**"), you and CBTL agree that any dispute, claim, or disagreement arising out of or relating in any way to your access to or use of the Product, the Services, or the Coinbase Wallet Terms of Service (the "**Wallet ToS**") and prior versions of the Wallet ToS, including claims and disputes that arose between us before the effective date of the Wallet ToS (each, a "**Dispute**") will be resolved by binding arbitration, rather than in court, except that: (1) you and CBTL may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or CBTL may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, "**Dispute**" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Wallet ToS as well as claims that may arise after the termination of the Wallet ToS. Any capitalized term used herein without definition shall have the meaning assigned thereto in the Wallet ToS.

2. Waiver of Jury Trial

YOU AND CBTL HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and CBTL are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the section entitled "Applicability of Arbitration Agreement" above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

3. Waiver of Class and Other Non-Individualized Relief

YOU AND CBTL AGREE THAT, EXCEPT AS SPECIFIED IN SECTION 8, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under Section 8 entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this section, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and CBTL agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes that are not severed shall be litigated in small claims court or arbitrated. This section does not prevent you or CBTL from participating in a class-wide settlement of claims.

4. Rules and Forum

The Wallet ToS evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. The arbitration will be administered by the American Arbitration Association ("**AAA**"), in accordance with the Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “Request”). If you initiate the arbitration, you must provide CBTL a copy of your Request by email at arbitration@coinbase.com or through CBTL’s registered agent for service of process. The Request must include: (1) the name, telephone number, mailing address, email address of the party seeking arbitration, and the username and wallet addresses (if any) associated with the applicable Account(s); (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought, including an accurate, good faith calculation of the amount in controversy in United States Dollars; (4) if you are the party making the Request, a statement certifying completion of the Formal Complaint Process as described in the Wallet ToS or your basis for not completing the Formal Complaint Process; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and CBTL otherwise agree, or the Batch Arbitration process discussed in section 8 is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules.

You and CBTL agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties’ attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

5. Arbitrator

The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) business days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under section 8 is triggered, the AAA will appoint the arbitrator for each batch.

6. Authority of Arbitrator

The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the Section entitled “Waiver of Class and Other Non-Individualized Relief,” including any claim that all or part of the Section entitled “Waiver of Class and Other Non-Individualized Relief” is unenforceable, illegal, void or voidable, or that such Section entitled “Waiver of Class and Other Non-Individualized Relief” has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the section entitled “Batch Arbitration,” all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the section entitled “Batch Arbitration.” The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction. In any award of damages, the arbitrator shall abide by the “Limitation of Liability” section of the Wallet ToS.

7. Attorneys’ Fees and Costs

The parties shall bear their own attorneys’ fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or CBTL need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys’ fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party

has satisfied any condition precedent to arbitration is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

8. Batch Arbitration

To increase the efficiency of administration and resolution of arbitrations, you and CBTL agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against CBTL by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by CBTL.

You and CBTL agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

9. Modification

If we make any updates to the Arbitration Agreement, we will make the updated terms available to you by publishing them on the Site. Your continued use of the Site and/or Services, including the acceptance of products and services offered on the Site following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes.

10. Severability

If any provision of this Arbitration Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Arbitration Agreement shall not be affected.

APPENDIX 2:USDC REWARDS

USDC IS NOT LEGAL TENDER. CBTL IS NOT A DEPOSITORY INSTITUTION, AND YOUR WALLET IS NOT A DEPOSIT ACCOUNT.

1. Eligibility

Eligibility requirements may vary depending on where you are located. Eligibility requirements can be viewed within the Coinbase Wallet application or website. If you are eligible, you can activate rewards for holding USDC in your Coinbase Wallet by opting in. So long as you hold at least \$1 of USDC in your Coinbase Wallet and are opted in, 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 Wallet, your enrollment in USDC Rewards will be paused until such time that you do hold at least \$1 of USDC in your Coinbase Wallet. 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. If you opt-out of USDC Rewards, you will forfeit the rewards you have accrued (that are not yet distributed for the current calendar month) up to that time. Annual USDC Rewards per wallet address limited to \$50,000 USDC.

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 Annual Percentage Yield, which includes the effect of monthly compounding, can vary depending on your country and ongoing experimentation. If available in your location, you can view rates within the app or website. Rewards earned in a

particular month are sent to your Coinbase Wallet within five (5) business days after the start of the next calendar month. 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.

3. Changes

We reserve the right to change the USDC Rewards Rate Annual Percentage Yield at any time by reasonable means of notice (including but not limited to e-mail or in-app notifications). 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.

4. Definitions

"USDC Rewards Rate" means the annual rate of rewards earned on USDC held in your Coinbase Wallet, which does not reflect compounding.

"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.

"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.