

Bridge Interface, Sequencer, and Testnet Terms

Last Updated: July 13, 2023

We're excited you're interested in Base, a layer-two optimistic rollup on the Ethereum public blockchain. While we do not control Base, these Terms of Service ("Terms") constitute a legally binding contract made between you and Coinbase Technologies, Inc. ("Coinbase," "we," or "us") that governs your access to and use of the Coinbase Sequencer, Bridge Interface, and Base Testnet, each of which are defined below (collectively, the "Services"). By using the Services in any way, you agree to be bound by these Terms. If you do not accept the terms and conditions of these Terms, you are not permitted to access or otherwise use the Services.

BEFORE WE INCLUDE ANY OTHER DETAILS, WE WANT TO GIVE YOU NOTICE OF SOMETHING UP FRONT: BY AGREEING TO THESE TERMS, 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, FOR EXAMPLE, AS A REPRESENTATIVE OR 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 OUR [ARBITRATION AGREEMENT](#) "DISPUTE RESOLUTION, ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER."

1. Base and Bridging Smart Contracts

The Base protocol ("Base") is an open source, optimistic rollup protocol that operates with the Ethereum blockchain. The Base protocol includes protocol smart contracts that allow you to "bridge" (i.e., lock assets on one blockchain protocol and replicate them on another protocol) digital assets between Ethereum and/or Base ("Bridging Smart Contracts"). Neither Base nor the Bridging Smart Contracts are part of the Services. They are both operated through the use of certain open source software such as the OP Stack an open sourced codebase approved by a decentralized, representative body of Optimism governance (the "Optimism Collective"), and a set of smart contracts that once deployed to the Base protocol are not controlled by Coinbase (even if Coinbase contributed to their initial development). Coinbase does not control what third parties may build on Base, the activity of such parties, any user transacting on Base, or any data stored on Base itself, and Coinbase does not take possession, custody, or control over any virtual currency or other digital asset on Base or the Bridging Smart Contracts, unless expressly stated in a written contract signed by Coinbase. You acknowledge and agree that Coinbase makes no representations or warranties with respect to Base or the Bridging Smart Contracts, and that, if you use Base or the Bridging Smart Contracts, you do so at your own risk.

2. Who May Use the Services

You may only use the Services if you are legally capable of forming a binding contract with Coinbase in your respective jurisdiction which may require your parents consent if you're not the legal age of majority (which in many jurisdictions is 18), and not barred from using the Services under the laws of any applicable jurisdiction, for example, that you do not appear on the U.S. Treasury Department's list of Specially Designated Nationals and are not located or organized in a U.S. sanctioned jurisdiction. If you are using the Services on behalf of an entity or other organization, you agree to these Terms for that entity or organization and represent to Coinbase that you have the authority to bind that entity or organization to these Terms.

3. Rights We Grant You

As between you and us, Coinbase is the owner of the Services, including all related intellectual property rights and proprietary content, information, material, software, images, text, graphics, illustrations, logos, trademarks (including the Base logo, the Base name, the Coinbase logo, the Coinbase name, and any other Coinbase or Base marks), service marks, copyrights, photographs, audio, video, music, and the "look and feel" of the Services. We hereby permit you to use and access the Services, provided that you comply with these Terms. If any software, content or other materials owned or controlled by us are distributed to you as part of your use of the Services, we hereby grant you a non-sublicensable, non-transferable, and non-exclusive right and license to execute, access and display such software, content and materials provided to you as part of the Services, in each case for the sole purpose of enabling you to use the Services as permitted by these Terms.

4. Accessing the Services

To access the Services, Base, or the Bridging Smart Contracts you must connect a compatible cryptocurrency wallet software ("Wallet"). Your relationship with any given Wallet provider is governed by the applicable terms of that Wallet provider, not these Terms. You are responsible for maintaining the confidentiality of any private key controlled by your Wallet and are fully responsible for any and all messages or conduct signed with your private key. We accept no responsibility or liability to you in connection with your use of a Wallet, and make no representations and warranties regarding how the Services or Base will operate or be compatible with any specific Wallet. We reserve the right, in our sole discretion, to prohibit certain Wallet addresses from being able to use or engage in transactions via the Coinbase Sequencer or from using other aspects of the Services.

As between you and Coinbase, you retain ownership and all intellectual property rights to the content and materials you

submit to the Services. But, you grant us a limited, non-exclusive, worldwide, royalty free license to use your content solely for the purpose of operating the Services (i.e., the Sequencer, Bridge Interface, and Base Testnet) for so long as we operate the Services. To avoid any doubt, this license does not allow us to use your intellectual property beyond operating the Services (e.g., in advertisements).

5. The Services

Coinbase offers the following Services that enable you to access and interact with Base and the Bridging Smart Contracts:

- The Sequencer:
- The Coinbase Sequencer is a node operated by Coinbase that receives, records, and reports transactions on Base. While The Coinbase Sequencer is, initially, the only sequencer node supporting transactions on Base, additional nodes may be provided by third parties in the future and there are other mechanisms for submitting transactions through Ethereum. The Coinbase Sequencer does not store, take custody of, control, send, or receive your virtual currency, except for receiving applicable gas fees. It also does not have the ability to modify, reverse, or otherwise alter any submitted transactions, and will not have access to your private key or the ability to control value on your behalf. We reserve the right to charge and modify the fees in connection with your use of the Coinbase Sequencer. These fees may also be subject to taxes under applicable law.
- Bridge Interface:
- The Bridge Interface is a web application and graphical user display operated by Coinbase and located at bridge.base.org. It enables you to create blockchain messages that you can sign and broadcast to Ethereum and/or Base using your wallet. Depending on how you use the Bridge Interface (a) these messages may be sent directly to Base or routed through various third-party interfaces and dApps, and (b) the bridging smart contracts you interact with may be inherent to the protocol itself or independently developed and deployed by various third parties. The Bridge Interface will not have access to your private key at any point.
- Base Testnet:
- The Base Testnet is a test environment that allows you to build applications integrated with Base. You are permitted to access and use the Base Testnet only to test and improve the experience, security, and design of Base or applications built on Base, subject to these Terms. Base Testnet Tokens will not be converted into any future rewards offered by Coinbase. Coinbase may change, discontinue, or terminate, temporarily or permanently, all or any part of the Base Testnet, at any time and without notice.

6. Acceptable Use

You agree that you will not use the Services in any manner or for any purpose other than as expressly permitted by these Terms. That means, among other things, you will not use the Services to do or encourage any of the following:

- Infringe or violate the intellectual property rights or any other rights of anyone else (including Coinbase) or attempt to decompile, disassemble, or reverse engineer the Services;
- Violate any applicable law or regulation, including without limitation, any applicable anti-money laundering laws, anti-terrorism laws, export control laws, end user restrictions, privacy laws or economic sanctions laws/regulations, including those administered by the U.S. Department of Treasury's Office of Foreign Assets Control;
- Use the Service in a way that is dangerous, harmful, fraudulent, misleading, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- Violate, compromise, or interfere with the security, integrity, or availability of any computer, network, or technology associated with the Services, including using the Services in a manner that constitutes excessive or abusive usage, attempts to disrupt, attack, or interfere with other users, or otherwise impacts the stability of the Services.
- Use any Coinbase brands, logos, or trademarks (or any brands, logos, or trademarks that are confusingly similar) without our express prior written approval, which we may withhold at our discretion for any reason.

7. Release and Assumption of Risk

By using the Services, Base, or the Bridging Smart Contracts, you represent that you understand there are risks inherent in using cryptographic and public blockchain-based systems, including, but not limited to, the Services and digital assets such as bitcoin (BTC) and ether (ETH). You expressly agree that you assume all risks in connection with your access and use of Base, the Bridging Smart Contracts, and the separate Services offered by Coinbase. That means, among other things, you understand and acknowledge that:

- The Base, the Bridging Smart Contracts, and the separate Services may be subject to cyberattacks and exploits, which could result in the irrevocable loss or reduction in value of your digital assets or in additional copies of your digital assets being created or bridged without your consent.
- Base is subject to periodic upgrades by the Optimism Collective. The Optimism Collective may approve a protocol upgrade that, if implemented, may significantly impact Base, and may introduce other risks, bugs, malfunctions, cyberattack vectors, or other changes to Base that could disrupt the operation of Base, the Bridging Smart Contracts, or the Services or otherwise cause you damage or loss.
- If you lose your Wallet seed phrase, private keys, or password, you might permanently be unable to access your digital assets. You bear sole responsibility for safeguarding and ensuring the security of your Wallet.

You further expressly waive and release Coinbase, its parents, affiliates, related companies, their officers, directors,

members, employees, consultants, representatives, agents, partners, licensors, and each of their respective successors and assigns (collectively, the “Coinbase Entities”) from any and all liability, claims, causes of action, or damages arising from or in any way related to your use of the Services, and your interaction with Base or the Bridging Smart Contracts. Also, to the extent applicable, you shall and hereby do waive the benefits and protections of California Civil Code § 1542, which provides: “[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

8. Interactions with Other Users

You are responsible for your interactions with other users on or through the Services. While we reserve the right to monitor interactions between users, we are not obligated to do so, and we cannot be held liable for your interactions with other users, or for any user’s actions or inactions. If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

9. Feedback

Any questions, comments, suggestions, ideas, feedback, reviews, or other information about the Services, provided by you to Coinbase, are non-confidential and Coinbase will be entitled to the unrestricted use and dissemination of these submissions for any purpose, commercial or otherwise, without acknowledgment, attribution, or compensation to you.

10. Privacy

For more information regarding our collection, use, and disclosure of personal data and certain other data, please see our [Privacy Policy](#). The processing of personal data by Coinbase as a processor will be subject to any data processing agreement that you enter into with Coinbase.

11. Third-Party Services

The Services may provide access to services, sites, technology, applications and resources that are provided or otherwise made available by third parties (“Third-Party Services”). Your access and use of Third-Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third parties. Coinbase has no control over and is not responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information or content shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. We encourage you to review the privacy policies of Third-Party Services prior to using such services. You, and not Coinbase, will be responsible for any and all costs and charges associated with your use of any Third-Party Services. The integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation. Any dealings you have with third parties while using the Services — including if a Third-Party Service may have infringed your intellectual property rights — are between you and the third party. Coinbase will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Services.

12. Additional Services

We or our affiliates may offer additional services that interact with Base, which may require you to agree to additional terms. If, while using an additional service, there is a conflict between these Terms and the additional terms covering that service, the additional terms will prevail.

13. Indemnification

To the fullest extent permitted by applicable laws, you will indemnify and hold the Coinbase Entities harmless 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 (a) your access to or use of the Services, (b) your violation of these Terms, or (c) your negligence or willful misconduct. If you are obligated to indemnify any Coinbase Entity hereunder, then you agree that Coinbase (or, at its discretion, the applicable Coinbase Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Coinbase wishes to settle, and if so, on what terms, and you agree to fully cooperate with Coinbase in the defense or settlement of such claim.

14. Warranty Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BASE, THE BRIDGING SMART CONTRACTS, AND THE 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, COINBASE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. THE COINBASE

ENTITIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT (I) ACCESS TO THE SERVICES, BASE, OR THE BRIDGING SMART CONTRACTS WILL BE CONTINUOUS, UNINTERRUPTED, OR TIMELY; (II) THE SERVICES, BASE, OR THE BRIDGING SMART CONTRACTS WILL BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, INCLUDING ANY WALLETS; (III) THE SERVICES, BASE, OR THE BRIDGING SMART CONTRACTS WILL BE SECURE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE; (IV) THE SERVICES, BASE, OR THE BRIDGING SMART CONTRACTS WILL PREVENT ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA; OR (V) THAT THE SERVICES, BASE, OR THE BRIDGING SMART CONTRACTS WILL PROTECT YOUR ASSETS FROM THEFT, HACKING, CYBER ATTACK, OR OTHER FORM OF LOSS OR DEVALUATION CAUSED BY THIRD-PARTY CONDUCT.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE COINBASE ENTITIES NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, INTELLECTUAL PROPERTY INFRINGEMENT, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, BASE, OR THE BRIDGING SMART CONTRACTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COINBASE ENTITIES OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COINBASE ENTITIES' TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, BASE, OR THE BRIDGING SMART CONTRACTS EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO THE COINBASE ENTITIES FOR USE OF THE SERVICES OR ONE HUNDRED DOLLARS (100), WHICHEVER IS HIGHER.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COINBASE AND YOU.

IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF YOUR STATE OF RESIDENCE, THE INVALIDITY OF SUCH PORTION WILL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

16. Changes to Terms

We reserve the right, in our sole discretion, to change these Terms at any time and your continued use of the Services after the date any such changes become effective constitutes your acceptance of the new Terms. You should periodically visit this page to review the current Terms so you are aware of any revisions. If you do not agree to abide by these or any future Terms, you are not permitted to access, browse, or use (or continue to access, browse, or use) the Services.

17. Notice

Any notices or other communications provided by us under these Terms, including those regarding modifications to these Terms, will be posted online, in the Services, or through other electronic communication. You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures that we provide in connection with your use of the Services.

18. Entire Agreement.

These Terms and any other documents incorporated by reference comprise the entire understanding and agreement between you and Coinbase as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of these Terms), between you and Coinbase. Section headings in these Terms are for convenience only and shall not govern the meaning or interpretation of any provision of these Terms.

19. Assignment

We reserve the right to assign our rights without restriction, including without limitation to any Coinbase affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. In the event that Coinbase is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control. You may not

assign any rights and/or licenses granted under these Terms. Any attempted transfer or assignment by you in violation hereof shall be null and void. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

20. Severability

If any provision of these Terms is 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 these Terms shall not be affected.

21. Termination; Survival

We may suspend or terminate your access to and use of the Services at our sole discretion, at any time and without notice to you. Upon any termination, discontinuation or cancellation of the Services, the following Sections 6 - 26 will survive.

22. Governing Law

You agree that the laws of the State of California, without regard to principles of conflict of laws, will govern these Terms and any Dispute, except to the extent governed by federal law.

23. Force Majeure

We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, pandemic, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

24. Non-Waiver of Rights

These Terms shall not be construed to waive rights that cannot be waived under applicable laws, including applicable state money transmission laws in the state where you are located. In addition, our failure to insist upon or enforce strict performance by you of any provision of these Terms or to exercise any right under these Terms will not be construed as a waiver or relinquishment to any extent of our right to assert or rely upon any such provision or right in that or any other instance.

25. Relationship of the Parties

Coinbase is an independent contractor for all purposes. Nothing in these Terms is intended to or shall operate to create a partnership or joint venture between you and Coinbase, or authorize you to act as agent of Coinbase.

26. 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 or action in small claims court.

Disputes with Users 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 Arbitration Agreement in Appendix 1 below.

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

- Disputes will be resolved individually (in other words, you are waiving your right to proceed against Coinbase 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 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 Users Who Reside Outside the United States and Canada

If you do not reside in the United States or Canada, the Arbitration Agreement in Appendix 1 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.

Was this helpful?

[Edit this page on GitHub](#) What is the reason for your feedback? Please select an option:Missing the information I need Too complicated / too many steps Out of date Samples / code issue Other Cancel Submit AI-Powered Search Beta Reset Hi, how can I help you? This tool uses AI to generate results. Please do not enter any sensitive information.

[Previous](#) [Tokens](#) [Next](#) [Privacy Policy](#)