VoiceConnect TERMS OF USE FOR THE KoinKonnect Skill from VoiceConnect LLC FOR AMAZON ALEXA

Welcome to the KoinKonnect skill for Amazon Alexa brought to you by VoiceConnect LLC.

What is it? The KoinKonnect skill from VoiceConnect LLC is a voice-driven capability that enables you to access certain information linked to your Coinbase™ online account on devices that connect to the Alexa Voice Service ("Alexa"), like the Amazon Echo. *Please note that KoinKonnect Skill from VoiceConnect LLC is not affiliated with Coinbase™ or any of its affiliated company. You don't have to link your Coinbase™ Account to use the KoinKonnect skill, if you choose not to.* Once you've enabled the KoinKonnect skill, you can ask Alexa to check your portfolio balance from your Coinbase™ account, get market info and news about cryptocurrencies. Please note KoinKonnect Skill is not liable for service disruptions or the accuracy of the information provided by third parties (such as Coinbase™ or CoinMarketCap). When you make a request to the KoinKonnect skill (a "User Request"), you will receive a voice response from the KoinKonnect skill and a record of the voice interaction (an "Alexa Card") may appear in the Alexa companion app (the "Alexa App"). To learn more about the KoinKonnect skill, please visit KoinKonnect Skill FAQs. To learn more about Alexa, please visit Alexa Help.

The KoinKonnect skill is not setup to respond to customer service requests, and the skill has limited ability to respond to any free-form audio messages at this time. Please do not send us messages through Alexa unless the message is an audio command that the VoiceConnect LLC skill is programmed to recognize. The KoinKonnect skill is also not intended to be used to dispute anything with Coinbase™ account.

For all customer service inquiries related to Coinbase™, please contact Coinbase™ at https://support.Coinbase.com/.

IMPORTANT TERMS, CONDITIONS & DISCLOSURES

The following terms and conditions of use (these "Terms of Use") govern your access to and use of the KoinKonnect Skill from VoiceConnect LLC. These Terms of Use are a binding legal agreement between you and VoiceConnect LLC. ("we," "us" or "VoiceConnect LLC"). They apply to you and anyone else you authorize to use the KoinKonnect skill, from VoiceConnect LLC, with your Linked Account (as defined below).

PLEASE CAREFULLY REVIEW THESE TERMS OF USE BEFORE LINKING YOUR Coinbase™ ACCOUNT OR USING THE KOINKONNECT SKILL. YOUR CONTINUED USE OF THE KOINKONNECT SKILL,OR THE ONGOING CONNECTION OF YOUR LINKED ACCOUNT, CONFIRMS YOUR ONGOING ACCEPTANCE OF THE LAST MODIFIED VERSION OF THESE TERMS OF USE. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MUST DISCONTINUE YOUR USE OF THE KOINKONNECT SKILL AND IMMEDIATELY DISABLE THE KOINKONNECT SKILL TO UNLINK YOUR Coinbase™™ ACCOUNT. SEE "Unlinking Your Linked Account" below.

Eligibility

- The KoinKonnect skill is available for existing Coinbase[™] customers who have a valid Coinbase[™] and Password that provide VoiceConnect LLC a read only account access.
 See "Linking your Account" below.
- You represent that you have the power, authority and capacity to accept these Terms of Use.
- The KoinKonnect skill from VoiceConnect LLC is intended for individual customers who are at least eighteen (18) years of age or older.

Linking your Account

- To enable the KoinKonnect skill from VoiceConnect LLC open the Alexa App on your Personal Device or through the Amazon Skill Store (as defined below), search for "KoinKonnect" under "Skills" in the menu, then select "ENABLE." As a condition to enabling the KoinKonnect skill, you will be prompted to link your Coinbase™ account to the KoinKonnect skill. A Coinbase™ login page will appear through the Alexa App, and you will be prompted to log in to your Coinbase™ account by using your Coinbase™ User ID and Password. If you have two factor authentication enabled you will be prompted for a code to be entered. If you do not remember your Coinbase™ user id and password, please contact Coinbase™ to reset your password.
- You can continue to use the KoinKonnect skill without linking to your Coinbase[™] account if you choose not to, but will not be able access your portfolio information from Coinbase[™]
- Please note that the Coinbase[™] hosted login page is visible only to you, unless you expose your Personal Device viewing screen to others or otherwise share this page. Your Coinbase[™] User ID and Password are not visible to KoinKonnect Skill or shared with Amazon.
- If you do not have an Coinbase[™] User ID and Password, or you have lost or forgotten your Coinbase[™] User ID or Password, you can reset your Coinbase[™] password at https://www.Coinbase.com/password resets/new
- You can unlink your Linked Account from the KoinKoinnect Skill skill at any time. See "Unlinking Your Linked Account" below for a description on how to do so.

Unlinking Your Linked Account

 You can unlink your Linked Account by disabling the KoinKonnect skill. To disable the KoinKonnect skill, open the Alexa app on your Personal Device, search for "KoinKonnect" under "Skills" in the menu, then select "DISABLE SKILL. You can re-link your unlinked Coinbase™ account account (see "Linking your Account") above.

Privacy and Data User Data Collection

- When you link your Coinbase™ account to the KoinKonnect skill, Amazon may collect and use certain data you provide to the KoinKonnect skill for the purpose of servicing you in accordance with <u>Amazon's Privacy Notice</u> and the <u>Alexa Terms of Use</u>. VoiceConnect LLC may also collect and use certain data you provide to the KoinKonnect skill in accordance with the VoiceConnect LLC Online Privacy Statement.
- KoinKonnect Skill will not store any passwords or other sensitive information (address, SSN#, age, sex).
- Amazon may periodically collect and use technical data and related information, including, but not limited to, technical data about your interactions with the KoinKonnect skill (collectively, "Technical Data") in accordance with <u>Amazon's Privacy Notice</u> and the <u>Alexa Terms of Use</u>. VoiceConnect LLC may also periodically collect and use Technical Data to facilitate updates and improve our services.
- Amazon will retain voice recordings of your interactions with the KoinKonnect skill. To delete voice recordings, go to "Settings" and follow the instructions.
- As noted earlier, your Coinbase^{™™} and Password are not visible to or shared with Amazon and will not be known to KoinKonnect Skill from VoiceConnect LLC.

Data Sharing and Usage

- VoiceConnect LLC will share KoinKonnect skill Responses, Alexa Cards, only for the purpose of responding to your User Requests.
- This information may include your email id, last login date/time. Such information will remain subject to the <u>VoiceConnect LLC Online Privacy Statement</u>, and Amazon may only use such information to service you. Your User Requests, such as "check my balance," what's my Portfolio," "total balance" will remain subject to the <u>VoiceConnect LLC Online Privacy Statement</u>, and Amazon may only use such information to service you and to enhance their voice services and capabilities.
- Amazon may de-identify your User Requests, which will not identify you as an individual or as an KoinKonnect Skill, and use them in accordance with <u>Amazon's Privacy Notice</u> and <u>Alexa Terms of Use</u>.
- VoiceConnect LLC will not sell any Customer Data or disclose any Customer Data to any third party. KoinKonnect Skill may use Customer Data only as required for use and access by the end user to whom such Customer Data relates. VoiceConnect LLC will not sublicense the Customer Data to any third party, and will not use or disclose any information derived directly or indirectly from the Customer Data for any purpose other than as set forth above. Without limiting the generality of the foregoing, VoiceConnect LLC will not use any part of the Customer Data to create a database separate from the KoinKonnect Skill or transmit all or part of the Customer Data to any third party for any use separate from the above mentioned skill. Any use of Customer Data other than as expressly permitted by this Agreement is strictly prohibited.

Security

It is solely your responsibility to maintain the physical security of your Connected Devices and the personal devices you use to access the Alexa App (for example, your mobile phone, tablet, and/or laptop) ("Personal Devices") and the confidentiality of the information and services accessible through Connected Devices, Personal Devices and the Alexa App.

- You should keep your Connected Devices, your Personal Devices, your Coinbase™ User ID and Password, your Amazon user ID and password and other credentials secure in the same manner as you would keep secure your cash, checks, credit cards, and other personal identification numbers and passwords that you wish to keep private and confidential.
- Onnected Devices, your Personal Devices, your Coinbase™ User ID and Password, your Amazon user ID and password, and/or Alexa PIN will be able to use the KoinKonnect skill and/or the Alexa App and have access to information and services to which you have access via Alexa. Any such individual shall be deemed an authorized user who is using Amazon, Alexa and/or the KoinKonnect skill (as the case may be) with your consent. We recommend that you not share such credentials with anyone whom you would not wish to have access to your private information, your Linked Account. Take care to ensure that no one overhears your private information, , as you interact with the KoinKonnect skill. Remember that you must unlink your Linked Account and delete your history under "Settings" in the Alexa App prior to sharing or transferring your Personal Devices or giving access to your Amazon account or Connected Devices to another.
- We recommend that you always use available security and lock features on your Personal Devices. If you do not utilize the lock screen feature of your Personal Devices or log out of the Alexa App, the messages and other information contained in the Alexa App, including the Alexa Cards, will be accessible to anyone with access to your Personal Devices.
- Do not include any sensitive personal information (e.g., your, Social Security Number, date
 of birth, etc.) in a session with Alexa. Please note we will never ask you for, state or
 otherwise include or other sensitive information, via Alexa or in any emails.
- To avoid any unauthorized access to your personal information, particularly in the event you believe: (1) someone has gained unauthorized access to your Amazon account, a Connected Device or a Personal Device or your Coinbase^{™™} User Id or Password, Amazon user ID or password or (2) your device or credentials have been or may be lost, stolen or otherwise compromised in any way, you should immediately:
 - disable the KoinKonnect skill;
 - change your compromised credentials, and
 - notify the party issuing your compromised credentials (in the case of KoinKonnect Skill, please notify Coinbase™)
- You agree to notify Amazon and Coinbase™ immediately if you suspect fraudulent or abusive activity relating to your Linked Account.

Third Party Agreements

Amazon, your mobile operating system provider, and other third party services or sites incorporated in Amazon or linked to or through the KoinKonnect skill, have their own terms and conditions and privacy policies and practices (collectively, "Third Party Agreements"). You may be subject to these Third Party Agreements when you use the KoinKonnect skill from VoiceConnect LLC, give these third parties your personal information, or otherwise

- use their services or visit their respective mobile platforms or websites. It is your responsibility to review and accept all applicable Third Party Agreements before using the KoinKonnect skill from VoiceConnect LLC.
- VoiceConnect LLC is not responsible for the security, accuracy, legality, appropriateness
 or any other aspect of the content or functionality of Amazon, Alexa, any device or any
 third party's products or services (whether or not related) that may be incorporated or
 linkable from the KoinKonnect skill.
- VoiceConnect LLC is not responsible for, and do not provide, any support or assistance for any third party hardware, software or other products or services. If you have any questions or issues with a third party product or service, including issues pertaining to the operation of your supported iOS or Android device, please contact the appropriate third party in accordance with its procedures for customer support. If you have any questions or issues pertaining to Alexa (other than questions or issues specific to the use of the KoinKonnect skill), please contact Amazon.
- While VoiceConnect LLC does not currently charge a fee for your use of the KoinKonnect skill, you will be responsible for all fees that may be imposed by non-VoiceConnect parties in connection with such use (such as data usage charges) and subject to any restrictions those third parties may impose.

Changes to Terms of Use

We reserve the right to revise these Terms of Use at any time, and you are deemed to be aware of and bound by such changes by your continued access to or use of the VoiceConnect LLC skill. We will indicate that changes to these Terms of Use have been made by updating the date indicated after "Last Modified:" at the beginning of these Terms of Use. If you do not accept any such changes, you acknowledge and agree that your sole and exclusive remedy is to discontinue your use of the VoiceConnect LLC skill. See "Unlinking Your Linked Account" for details on how to discontinue your use.

Termination

- VoiceConnect LLC may suspend, limit, interrupt, restrict, discontinue or terminate any and all aspects of the KoinKonnect skill and your access to the KoinKonnect skill in our sole discretion, for any reason, and without notice or liability to you or any third party.
- Any terms of these Terms of Use which by their nature should survive any termination of these Terms of Use will so survive.

Miscellaneous

- Communications. You agree that we may communicate with you about matters related to the KoinKonnect skill and your use of same through the use of our website or the email address you have on file for your Linked Account with Coinbase™. We may always, in our sole discretion.
- Applicable Laws. Your access to and use of the KoinKonnect skill are subject to applicable international, federal, state and local laws and regulations. We reserve the right to seek all remedies available at law and in equity for violations of these Terms of Use.

- O ANY ATTEMPT BY AN INDIVIDUAL OR ENTITY TO DELIBERATELY INTERFERE, INTERRUPT, MODIFY, AUDIT, ASSESS, RE-ENGINEER, DILUTE, TARNISH, OR DAMAGE ANY ASPECT OF THE KOINKONNECT SKILL OR UNDERMINE THE LEGITIMATE OPERATION OF THE VOICECONNECT LLC IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND WE RESERVE THE RIGHT TO SEEK DAMAGES, INJUNCTIONS, AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.
- Severability. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, then such invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Use shall continue in full force and effect.
- No Waiver. Our failure in any instance to exercise or enforce any provision of these Terms
 of Use shall not constitute a waiver of such provision or any other provision.
- Third Party Beneficiaries. These Terms of Use shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.
- Entire Agreement. These Terms of Use and your Agreement set forth the entire understanding and agreement between you and VoiceConnect LLC, whether written or oral, with respect to the subject matter hereof and supersede any prior or contemporaneous understandings or agreements with respect to such subject matter.