

## Coinpayments User Agreement

THE FOLLOWING DESCRIBES THE TERMS ON WHICH COINPAYMENTS OFFERS YOU ACCESS TO OUR SERVICES.

**Caution:** This Agreement defines the parameters under which your use of Coinpayments' services is strictly governed. You use such Services completely at your own risk.

This User Agreement ("Agreement") is a contract between you and Coinpayments, Inc. and applies to your use of the Coinpayments products and services (collectively the "Service" or "Services") available through [www.Coinpayments.net](http://www.Coinpayments.net) and other Coinpayments access sites. In this Agreement, "you" or "your" means any person or entity using the Service ("Users"). Unless otherwise stated, "Coinpayments," "we" or "our" will refer collectively to Coinpayments, Inc. and its subsidiaries and affiliates. If you do not agree to be bound by the terms and conditions of this Agreement, you must not use or access our Services. Any use of the Services means you consent to this Agreement. Coinpayments is a payment and limited custodial service and no partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

You must read, agree with, and accept all of the terms and conditions contained in this Agreement. This Agreement may be amended at any time by Coinpayments and your continued use of Services will be your consent to posted amendments. All amended terms shall be effective upon posting on our site. As you read this Agreement, you must also access and read the information contained in the other pages and websites referred to in this document, or any amendment, or Coinpayments website as they may contain further terms and conditions that apply to you as a Coinpayments Service User.

Unless otherwise instructed, your account will be held in a general multi-client wallet managed and overseen by Coinpayments and its accounting procedures or your account may be held in a separate individual wallet if so subscribed by you and when available as part of the Services.

For additional information about this Agreement and Service and how it works, please also consult the Coinpayments Contact/ Help/FAQ.

1. *Eligibility.* Our Service is not available to minors, persons who are suspended from our Service, or persons who are not lawfully permitted to use our Services or cannot enter into legally binding contracts or who present an unacceptable level of credit/legal risk or reputational risk. In order to use the Service, you must register for a personal or merchant account. Users may only hold one personal or merchant account.
2. *The Legal Relationship between You and Coinpayments.*
  - 2.1 *Relationship.* Coinpayments acts as a cryptocurrency wallet facilitator and custodian to help you accept trades from and make trades to third parties and to hold your cryptocurrency assets. Whether as a collective wallet service or individual wallet we act as your limited liability custodian and facilitator based upon your direction and your requests to use our Services that require us to perform tasks on your behalf. All transactions in your account are under your risk and control, Coinpayments will not restrict your use subject only to law and concerns of misuse of the Service or the public. Coinpayments will at all times hold your tokens or coins separate from its corporate accounts, will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose. You acknowledge that (i) Coinpayments is not a bank or brokerage and the Service is a facilitation service rather than a banking service, and (ii) Coinpayments is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as a limited custodian and Service provider.

You agree that you will not receive interest or other earnings in your wallet or account from the Services except by your own activities and Coinpayments has no liability to you for your activities either conducted yourself or by instruction to Coinpayments. By initiating and sending transactions through the Service or

adding to your balance, you appoint Coinpayments as your nominee custodian to manage your wallet and other Services where such is appropriate in the opinion of Coinpayments or by your instruction. Should Coinpayments suffer any deficit or damage resulting from your use of the Services you shall indemnify Coinpayments within five days of invoice. If you do not pay in such time frame or payment is not sufficient to fund the deficit or damages Coinpayments is authorised to obtain the same by debiting your account.

- 2.2 *Internet Provider.* Coinpayments acts as a Service provider by creating, hosting, maintaining and providing our Service to you via the Internet. We cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction and all risk of trades remains with you. We do not guarantee continuous, uninterrupted or secure access to our service, and operation of our site may be interfered with by numerous factors outside of our control.
- 2.3 *Identity Authentication.* We use certain techniques to identify our users. Verification of Users is only an indication of increased likelihood that a User's identity is correct. You authorize Coinpayments, directly or through third parties, to make any inquiries we consider necessary to validate your registration. However, because user verification on the Internet is difficult, Coinpayments cannot and does not guarantee any user's identity.
- 2.4 *No Warranty.* WE, OUR PARENT, SUBSIDIARIES, EMPLOYEES AND OUR SUPPLIERS PROVIDE OUR SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR PARENT, SUBSIDIARIES, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. We make no representations or warranties regarding the amount of time needed to complete processing because our Service is largely dependent upon many factors outside of our control.
- 2.5 *Limitation of Liability.* IN NO EVENT SHALL WE, OUR PARENT, SUBSIDIARIES, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, OUR SERVICE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, SUBSIDIARIES, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES AND SHALL BE LIMITED STRICTLY TO THE AMOUNT EARNED FROM THE COMPLAINANT(S) IN THE SIX MONTHS PRECEDING THE CLAIM. In the event that you have a dispute with third parties or one or more of us, you release Coinpayments (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.
- 2.6 *Indemnification.* You agree to indemnify and hold Coinpayments, its parent, subsidiaries, affiliates, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party relating to your use of the Service.
- 3.0 *Fees and Referrals.*
- 3.1 *Fees.* All fees are set forth in a separate Fee Schedule or posted on Coinpayments website, as amended from time to time. Fees are posted for traditional payment processing and wallet services only. Merchants and business operators in high risk industries may be required to pay higher fees at the sole discretion of CoinPayments. If you are unsure if a business could be classified as high risk or in violation of Section 7.1 of this document, please contact support. Your account and all transactions are made and displayed in the currency of the coin being held or the currency of the transaction.

- 3.2 *Referrals and Affiliates.* Coinpayments offers an affiliate system providing referring Users a five year percentage of the transaction fees earned by or from the merchants Users referred. For full information see this help entry.
4. *Receiving Payments.*
- 4.1 *Funding of Payments.* It is your obligation to ensure that payments are funded including FIAT or cryptofunds as required to comply with and close a transaction. Coinpayments shall have no obligation to ensure the integrity of the transaction and should it agree to intervene it does so without risk and based on an agreed fee structure. If reversal of funding occurs because you have used credit then you are fully and solely responsible for any resulting debit.
- 4.2 *Withdrawals.* Funds in your wallet belong to you and may be transferred at any time. However, we reserve the right that in order to withdraw funds from your Coinpayments wallet we may require you to provide Coinpayments with a number of forms of identification and will require settlement of any outstanding amounts.
5. *Sending Payments.*
- 5.1 *Sending Payments.* Your wallet belongs to you but we may require you to provide Coinpayments with a number of forms of identification to ensure identity. Coinpayments will never make transfers from your account without your authorization except for fees, costs and claims due and unpaid by you. All funds sent by you are at your sole risk.
- 5.2 *Refused Payments.* When you send a payment to a third party through our Service, the recipient is not required to accept the payment, even if the recipient is already registered with Coinpayments. The recipient may return the payment or, in some cases, use the Coinpayments Service to deny payments that you send. Any payments sent through Coinpayments that are denied or unclaimed by a recipient will be returned to you as soon as reasonably possible after the date of such denial and the date the funds are available to be sent to you.
6. *Refund Policy.*
- 6.1 *Completed Transactions.* It is the nature of Bitcoin, Litecoin, and the other cryptocurrencies on our website that all transactions are final with no method of chargeback or recourse for the sender of the funds. As such we are unable to reverse or provide refunds for any payment made through our payment system. This also applies if you contact us before the payment is completed but it reaches completion before we are able to respond. We do provide a feedback system so buyers can leave ratings for sellers (and vice versa).
- 6.2 *Incomplete Transactions/Overages.* If your coins were not received and/or confirmed in time, not enough funds were received, or you sent extra coins we will refund them to you as long as you have notified us in time and they are in the control of Coinpayments. To engage this service open a support ticket with your CoinPayments transaction ID, verification code, and refund address. The ticket must be opened with the email address used in the transaction. Refunds will be either (at our discretion): a) the original amount of coins received, or b) an amount equivalent to the USD value at the time of the transaction. All refunds must be claimed within 30 days of us receiving your coins or they will be forfeited. Refunds are sent minus our costs, the unsubsidized coin/miner TX fee and any other third party charges. For a refund to be honored it must be at least the network transaction fee (TX fee) for that coin times two, otherwise it will be forfeited.
- 6.3 *Sent to wrong coin/chain, missing tags, delisted coins, etc.* If coins are sent to the wrong coin, wallet or blockchain or to a delisted coin and need to be recovered by us manually there will be an 8% recovery fee, if the coins can be recovered at all, and we reserve the discretion not to recover small sums. This would also apply to coins that require a destination tag, payment ID, memo, etc. and they were not sent or were sent to an incorrect value. We will not recover tokens we do not support. You must contact us within 30 days for us to recover your funds, if recoverable, for you or they will be forfeited.

7. *Restricted Activities*

7.1 *Restricted Activities.* Your Information and your activities (including your payments and receipt of payments) through our Service shall not: (a) be false, inaccurate or misleading; (b) be fraudulent or involve the sale of counterfeit or stolen items; (c) consist of illegal activities such as illegal drugs, money laundering, espionage, terrorism financing; (d) be related in any way to unlawful gambling and/or unlawful gaming activities, including but not limited to payment or the acceptance of payments for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity (including online and offline casinos, sports wagering and office pools), with the exception of payments for gaming transactions that are expressly authorized by law in the jurisdiction of both the sender and the recipient of the payment; (f) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy; (g) violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, antidiscrimination, or false advertising); (h) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (i) be obscene or contain child pornography or contain non-consenting performers; (j) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information; (k) create liability for us or cause us to lose (in whole or in part) the services of our ISP's or other suppliers; (l) be in violation of any court order; or (m) be in breach of any discrimination legislation. If you use, or attempt to use the Service for purposes other than sending and receiving payments and managing your account, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

7.2 *License.* Solely to enable Coinpayments to use the information you supply us with, so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in your information, in any media now known or not currently known.

7.3 *Trademarks.* Coinpayments.net, Coinpayments, and all related logos, products and services described in this website are either trademarks or registered trademarks or copyright of Coinpayments, Inc., or its licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Coinpayments. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Coinpayments and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Coinpayments.

Notwithstanding the above, HTML logos provided by Coinpayments through its programs ("Logos"), may be used without prior written consent for the purpose of directing web traffic to the Service or to Coinpayments. These Logos may not be altered, modified, or changed in any way, or used in a manner that is disparaging to Coinpayments or the Service. Logos may not be displayed in any manner that implies sponsorship or endorsement by Coinpayments.

8. *Interference.*

8.1 *Interference.* Our website contains robot exclusion headers and you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any device, software or routine to bypass our robot exclusion headers, or to interfere or attempt to interfere with the proper working of the Coinpayments site or any activities conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is proprietary or is licensed to Coinpayments by our users or third parties. You agree that you will

not copy, reproduce, alter, modify, create derivative works, publicly display or frame any content (except for your information) from our website without the prior expressed written permission of Coinpayments or the appropriate third party. If you use, or attempt to use the Service for purposes other than sending and receiving payments and managing your account, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

## 9. *Privacy and Security*

9.1 *Privacy and Security.* We view protection of users' privacy as a very important principle. We store and process your information on computers that are protected by physical as well as technological security devices. You should only log in to the official Coinpayments site and your account. We will use data related to you and other users for our research and commercial purposes while protecting your information. If you object to your information being transferred or used in this way, please do not use our Services.

9.2 We take many security measures for your and our protection, including but not limited to:

- Implemented TREZOR login.
- Two factor authentication (2FA) via Email or Google Authenticator.
- System emails from CoinPayments are PGP signed.
- All passwords are stored as a uniquely salted script hash, which is then AES encrypted.
- All sensitive and checkout information such as first and last name, shipping addresses, item names, cryptocurrency payout addresses, etc., are stored under AES encryption.
- TLS encryption between you and our servers to protect against eavesdroppers.
- Account lockouts to prevent brute force password guessing.
- Protection against cross-site scripting (XSS) and SQL Injection attacks.
- Immediate payouts means there are minimal coins on the payment server at any one time, reducing hacking incentive.
- Hot wallets may be secured by BitGo™ or Hodltech OU or other service providers.

## 10. *Closing Your Account and Remedies.*

10.1 *Closing Your Account and Forfeiture for Non-Activity.* You may close your account at any time in accordance with Coinpayments procedures. Upon closure of an account, any pending transactions will be cancelled and any balances delivered to you or your wallet as instructed. You may not use closure of your account as a means of evading investigation - if an investigation is pending at the time you close your account, Coinpayments may continue to hold your funds as appropriate to protect Coinpayments against the risk of reversals or legal liability. If you are later determined to be entitled to some or all of the funds in dispute, Coinpayments will make an additional payment of those funds to you. You will remain liable for all obligations related to your account even after such account is closed. If you do not access your account for a period of two years and we have been unable to contact you after three attempts at the contact address on our records, your account may be terminated at Coinpayments' election. After the date of termination your funds will be subject to applicable laws regarding escheat of unclaimed property or, at Coinpayments' election, and with your hereby grant of agency, the funds may be contributed to charity of Coinpayment's choice or transferred to Coinpayments' account as our property with no liability forfeiture.

10.2. *Remedies.* Without limiting other remedies in this agreement or by law, if we have concerns regarding breach of this agreement or violation of law we may, without liability, immediately warn our community of your alleged actions, alert the authorities, place a hold on funds in your account, limit funding sources and payments, limit access to an account and any or all of the account's functions (including but not limited to the ability to send money or make withdrawals from an the account), limit withdrawals, indefinitely suspend or close your account and refuse to provide our Services to you. In addition, Coinpayments reserves the right to hold funds beyond the normal distribution periods for transactions it deems suspicious or for accounts conducting high transaction volumes to ensure integrity of the funds. Additionally, to secure your

performance of this Agreement, you grant to Coinpayments a lien on and security interest in your account. In addition, you acknowledge that Coinpayments may set-off against any accounts you own for any obligation you owe Coinpayments at any time and for any reason not dis-allowed by law. These obligations include both secured and unsecured debts and debts you owe individually or together with someone else. Coinpayments can consider this Agreement as your consent to Coinpayments asserting its security interest or exercising its right of setoff should any law require your consent. The rights described in this section are in addition to and apart from any other rights.

## 11. *Additional Services and Third Party Services*

11.1 *Interoperability with 3rd Party Services.* We do or may offer "payment passthru", "IPN translation", and other features or services via 3rd parties such as PayPal(tm), Changelly, ShapeShift, and others. Any dispute resolution, refunds, or issues regarding those services or payments made through them must be taken up directly with those services and the User uses those services with no liability to Coinpayments. When you request a conversion on the platform you understand that conversion services are conducted by third parties. You are responsible for funding both network fees for sending and receiving currencies and for the third-party conversion fee. In addition certain third parties require external KYC (know your client) to complete the transaction and you consent to all checks such parties require or do not use the facility. You use third party services at your own risk and are solely responsible for reviewing and understanding the implications of an external service provider. This includes autosweep functions, portfolio generator and standard conversion options.

## 12. *General Contract Terms*

12.1 *Assignability.* You may not transfer any rights or obligations you may have under this Agreement without the prior written consent of Coinpayments. Coinpayments reserves the right to transfer this Agreement or any right or obligation under this Agreement without your consent.

12.2 *Electronic Communications.* You agree that this Agreement constitutes "a writing signed by you" under any applicable law or regulation. To the fullest extent permitted by applicable law, this Agreement, any amendments and any other agreements, notices or other communications regarding your account and/or your use of the Service ("Communications"), may be provided to you electronically directly and indirectly or posting on Coinpayments site, secured and unsecured, and you agree to receive all Communications from Coinpayments in electronic form. Electronic Communications may be posted on the pages within the Coinpayments website and/or delivered to your e-mail address. You may print a copy of any Communications and retain it for your records. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than two (2) business days after posting or dissemination, whether or not you have received or retrieved the Communication. Coinpayments reserves the right but assumes no obligation to provide Communications in paper format. All Communication, where direct, shall be made to your e-mail account as posted on our records and be deemed received whether you open it or not.

12.3 *Credit Report.* You agree that Coinpayments may order and review your credit report with the sole purpose of assessing your fitness to hold a Coinpayments account and/or your ability to use the Service or features thereof.

12.4 *Legal Disputes.* In the event a dispute arises between you and Coinpayments, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Coinpayments agree that any controversy or claim at law or equity that arises out of this Agreement or Coinpayments' Services ("Claims") shall be resolved in accordance with one of the subsections below, or as otherwise mutually agreed upon in writing by the parties. Before resorting to these alternatives, Coinpayments strongly encourages users first to contact Coinpayments directly to seek a resolution. Coinpayments will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation, as an alternative to litigation. Any dispute must be in excess of \$10,000 and all Claims thereunder are waived by the User without recourse

- 12.4.1 *Arbitration.* For any Claim (excluding Claims for injunctive or other equitable relief) in excess of \$10,000, you or Coinpayments may elect to resolve the dispute through binding arbitration conducted by telephone, on-line, and/or based solely upon written submissions where no in-person appearance is required. In such cases, the arbitration shall be administered and enforced exclusively by the laws and rules of the Cayman Islands.
- 12.4.2 *Court.* Alternatively, any Claim may be adjudicated by a court of competent jurisdiction located exclusively in George Town of the Cayman Islands and all in accordance with Cayman laws and rules. You and Coinpayments agree to submit to the exclusive personal jurisdiction of such courts located in the Caymans.
- 12.5 *Applicable Law.* This Agreement is governed by and interpreted exclusively under the laws of the Cayman Islands. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by Coinpayments, in our sole discretion, to a third party in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement and the documents it incorporates set forth the entire understanding between us with respect to the subject matter hereof.