

# TERMS & CONDITIONS

## CoinMarkets Investment Limited

Risk warning: Digital asset trading is a rapidly growing industry with high potential, but it also carries significant risks due to its newness. The risks are even greater in leveraged trading as it amplifies both profits and risks. Therefore, it is crucial to have a thorough understanding of the industry, trading models, and rules before entering the market. We recommend identifying your risk tolerance and accepting only the risks you are willing to take. As with all trading, caution is advised.

CoinMarkets Investment Limited reserves the right to amend or supplement this document at any time. It is the legal agreement through which we provide our investment services to you and forms the basis of the legal relationship between us. The prevailing version of the Terms and Conditions are always available on our website [www.coin-mkt.com](http://www.coin-mkt.com).

Last updated 7 July 2023

These Terms and condition, as amended, supplemented or replaced from time to time, is a contract between you and CoinMarkets. CoinMarkets is a trademark jointly used by and operates through the following companies:

CoinMarkets Investment Limited (CoinMarkets) is a subsidiary company of UAB "Markets Investments" (Company Registration No.: 306334586) regulated by FCIS and incorporated in Vilnius, Zalgirio g. 88-101 Lithuania

and they apply to your use of the Services and the operation of your Account.

By accessing, downloading, using or clicking "I agree" to any of the Services made available by CoinMarkets or any of its affiliates through the website ([www.coin-mkt.com](http://www.coin-mkt.com)) or CoinMarkets mobile applications, you agree that you have read, understood, accepted and would be legally bound by, all of the terms and conditions contained in these Terms of Use, any and all schedule(s) or addendum(s) that we may include from time to time and any and all other documents, materials or information incorporated by reference into these Terms of Use and/or such schedule(s) or addendum(s), in each case as amended, supplemented or replaced from time to time (collectively referenced herein as "these Terms" or "Agreement"). References in this Agreement to "CoinMarkets", "we", "our" or "us", are to CoinMarkets, and references to "you" or "your" are to the person with whom CoinMarkets enters into this Agreement.

Please note that certain modified, supplementary and/or replacement terms and conditions may apply to one or more specific group(s) or class(es) of Users. Further, certain additional terms and conditions may apply in respect of any new Service(s) that we may from time to time make available to you. Such modified, supplementary, replacement and/or additional terms and conditions may be set out in one or more schedule(s) or addendum(s) to this Agreement. In the event of any inconsistency or conflict between the terms and conditions set out in these Terms of Use and any such modified, supplementary, replacement and/or additional terms and conditions, the latter shall prevail to the extent of such inconsistency or conflict.

As this Agreement is a legally binding contract, please carefully read through all the terms and conditions in this Agreement before accessing, downloading, using or clicking "I agree" to any of the Services made available by us or any of our affiliates. If any of the terms or conditions in this Agreement is unacceptable to you, please do not use or access any of the Services.

Specifically, please read and fully understand the Risk Disclosures before you indicate your acceptance and agreement to these Terms. You should be aware that the risk of suffering losses in trading or holding Digital Tokens can be substantial. As with any asset, the value of Digital Tokens can go up or down and there can be a substantial risk that you would suffer losses by buying, selling, holding, or investing in Digital Tokens. You should carefully consider whether trading or holding Digital Tokens is suitable for you in light of your financial condition.

You also acknowledge that you have read and fully understood the Anti-Money Laundering, Countering the Financing of Terrorism & Sanctions Policy Statement and the Anti-Corruption Policy Statement, and agree to abide by any requirement and/or obligation that we may impose on you to facilitate your or our compliance with the policies referred to in these Statements.

CoinMarkets reserves the right, at our sole and absolute discretion, to amend, supplement or replace any or all of these Terms at any time. CoinMarkets will provide notice of these changes by updating the revised Terms on the webpage [www.coin-mkt.com](http://www.coin-mkt.com). All changes to this Agreement will be effective immediately upon being announced on the Website or separately notified to Users. If the revised version of this Agreement includes a Substantial Change, we will provide you with fourteen (14) calendar days' prior notice of such Substantial Change. Your continued use of the Services acts as acceptance of the amended Agreement and your agreement to be bound by the revised Terms. If you do not agree to any changes to this Agreement, please stop using the Services. CoinMarkets encourages you to frequently review these Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Services.

## 1. Interpretation & Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall bear the following meanings:

"2FA" means two-factor authentication.

"Account" means any account opened and maintained with CoinMarkets for the purposes of procuring any Services, which will consist of a Digital Token Wallet and a Fiat Wallet.

"Agreement" has the meaning ascribed to it in the recital above.

"Applicable Laws" means any and all applicable laws, statutes and regulations, and any and all directives, notices, guidelines codes, practice notes, circulars, policy statements, rules, ordinances, orders, requests, requirements, judgements, decrees or writs (in each case whether or not having the force of law) of any governmental, regulatory or judicial body or agency having jurisdiction over any of the parties to this Agreement (including any and all Users and CoinMarkets) or any of the subject matters of this Agreement, including, without limitation:

a. Law on Conciliatory Mediation in Civil Disputes and all subsidiary legislation pertaining to the Republic of Lithuania, as the same may be amended, supplemented or replaced from time to time;

b.any and all directives, notices, guidelines, codes, practice notes, circulars, policy statements, rules, requests or requirements (in each case whether or not having the force of law) from time to time published or issued by Law on Conciliatory Mediation in Civil Disputes under the Republic of Lithuania, as the same may be amended, supplemented or replaced from time to time, including but not limited to Law on Conciliatory Mediation in Civil Disputes

c.all laws, statutes, regulations, directives, rules, directions, codes, ordinances, judgements, decrees, writs or orders enacted or issued in relation to anti-money laundering, countering the financing of terrorism and sanctions, including but not limited to the Corruption, Drug Trafficking and Other Serious Crimes under the Laws Republic of Lithuania.

"App" means the user interface that is implemented in the form of a desktop or mobile application from which the Platform and/or a Service can be accessed.

"Business Day" means a day other than a Saturday, Sunday or public holiday in Republic of Lithuania

"Clearly Erroneous Transaction" has the meaning given to it in Clause 8.2(d) below.

"CoinMarkets" has the meaning ascribed to it in the recital above.

"CoinMarkets Materials" has the meaning given to it in Clause 16.3 below.

"Digital Tokens" means any digital asset (which may also be known as a "cryptocurrency", "virtual currency", "digital currency", "crypto-token", "virtual token", "digital token" or "digital payment token") including but not limited to bitcoin and ether, which is issued, stored and/or transferred based on the protocol of a computer or blockchain network, including any part or fraction thereof. Such computer or blockchain network may be (i) centralised or decentralised, (ii) permissioned or permissionless and/or (iii) based on closed or open-source software.

"Digital Token Services" has the meaning given to it in Clause 3.1 below.

"Digital Token Wallet" has the meaning given to it in Clause 3.1(b) below.

"Dispute Notice" has the meaning given to it in Clause 12.5 below.

"Email Account" has the meaning given to it in Clause 14.3 below.

"Enhanced Due Diligence" has the meaning given to it in Clause 4.3 below.

"Fiat Wallet" has the meaning given to it in Clause 3.2(a) below.

"Fiat Wallet Services" has the meaning given to it in Clause 3.2 below.

"Indemnified Person(s)" has the meaning given to it in Clause 16.1 below.

"Identity Verification Information" has the meaning given to it in Clause 4.2 below.

"Instruction" means any instruction, request or order given to CoinMarkets in relation to the operation of any Account or to execute any Transaction, through such medium and in such form and manner as CoinMarkets may require, and includes any instruction, request or order to revoke, ignore or vary any previous instruction, request or order in respect of any Account or Transaction.

"Irrevocable Order" has the meaning given to it in Clause 7.3(f) below.

"Network Fees" has the meaning given to it in Clause 7.12 below.

"Officer" has the meaning given to it in Clause 12.2(a) below.

"Order" means an instruction from a User to buy, sell or swap a specified quantity of a supported Digital Token at a specified price in fiat currency and/or another supported Digital Token.

"PIN" means personal identification number.

“Platform” means the platform that provides Digital Token trading services to Users as described in Clause 3.1(a) below.

“Security Breach” has the meaning given to it in Clause 14.4 below.

“Services” means the Digital Token Services, Fiat Wallet Services, and any other services that CoinMarkets or its affiliates may make available from time to time.

“FATCA Sanctions Laws” has the meaning given to it in Clause 2.1(e) below.

“SMS” means short messaging services.

“Stablecoins” means any Digital Token that is designed to maintain a stable value relative to another asset (typically a unit of fiat currency or commodity) or a basket of assets.

“Substantial Change” means a change to the terms of this Agreement that significantly reduces your rights or significantly increases your responsibilities.

“these Terms” has the meaning ascribed to it in the recital above.

“Third Party Content” has the meaning given to it in Clause 18.2 below.

“Third Party Sites” has the meaning given to it in Clause 18.2 below.

“Trade Data” has the meaning given to it in Clause 17 below.

“Transaction” means any sale, purchase, swap, sending, receipt or transfer of, or any other transaction in, Digital Tokens, Stablecoins or fiat currency as CoinMarkets may from time to time permit to be carried out on the Platform or otherwise, and includes, without limitation, topping-up or withdrawal of funds to or from a Fiat Wallet, and sending, receipt or transfer of Digital Tokens to or from a Digital Token Wallet.

“Transaction Fee” has the meaning given to it in Clause 7.5 below.

“Transaction History” has the meaning given to it in Clause 11.2 below.

a.

“User” means any individual, corporation, legal person, entity or other organisation who is using the Services.

“Website” means CoinMarkets’s website at [www.coin-mkt.com].

“Web Interface” means the user interface that is implemented in the form of a web page, and accessible through the Website.

“CoinMarkets Account” means your account operated by CoinMarkets which is linked to your Account for the purposes of topping up fiat currency to your Fiat Wallet via CoinMarkets Direct Charge.

“CoinMarkets Direct Charge” means the payment method offered by CoinMarkets which enables you to effect money transfers via the Fast and Secure Transfers (FAST) network to top-up your Fiat Wallet.

## 2. Eligibility

2.1. To be eligible to use any of the Services, the following conditions must be satisfied at all times:

a. you are an individual, legal person or other organization with full legal capacity and authority to (i) access and use the Services, and (ii) enter into and deliver, and perform your obligations under this Agreement, and any other agreement(s) entered into pursuant to, or in connection with, these Terms;

b. (in the case of an individual) you are at least 18 years old or of legal age to form a binding contract under all Applicable Laws, and have full mental capacity to enter into this Agreement, and any other agreement(s) entered into pursuant to, or in connection with, these Terms, and to make decisions regarding your investments or transactions;

c. you have not previously been suspended or removed from using our Services;

d. you are not a designated individual or entity as defined or set out in the Terrorism, or in the respective regulations promulgated under the Monetary Authority of Republic of Lithuania Act (Chapter 615 of Republic of Lithuania), as amended, supplemented or replaced from time to time (collectively, "FATCA Sanctions list");

e. you are not an individual or entity sanctioned by any authority or is otherwise residing in a sanctioned jurisdiction;

f. you are not prohibited from using our Services by any Applicable Laws;

g. all of your representations and warranties set out in this Agreement and any and all agreement(s) entered into pursuant to, or in connection with, these Terms, being true, accurate, correct and complied with in all respects at all times;

h. you have performed and discharged, or will perform and discharge, all of your covenants, agreements, obligations or undertakings under this Agreement and any and all agreement(s) entered into pursuant to, or in connection with, these Terms; and

i. if you are entering into this Agreement on behalf of a legal entity of which you are an employee, agent or representative, you have all necessary rights, power and authority to bind such legal entity to these Terms.

2.2 CoinMarkets shall have the right to terminate, suspend or restrict your access to your Account(s), as well as take any other action as we deem fit, in the event that you are not, or are no longer, eligible to use the Services. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any such termination, suspension or restriction of access to any Account(s), or any other action taken by any of the Indemnified Persons in connection with your ineligibility to use the Services.

### 3. Services and Fees

a. a Digital Token trading platform ("Platform") which enables you to (i) Purchase supported Digital Tokens using fiat currency, CoinMarkets will provide transaction ID in notification email after every successful purchase, each successful purchase of digital token will be reflect on clients' balance (ii) Sell supported Digital Tokens for fiat currency, or (iii) Swap one type of supported Digital Tokens for another type of supported Digital Tokens;

b. one or more hosted Digital Token wallets (the "Digital Token Wallet(s)") enabling you to store, track, transfer and manage your balances of supported Digital Tokens; and

c. any other services that CoinMarkets may make available in relation to Digital Tokens from time to time, as determined in CoinMarkets's sole discretion.

A list of Digital Tokens that CoinMarkets is currently supporting in respect of its Digital Token Services can be found on its website.

The funds held in your Fiat Wallet shall only be used for the payment or part payment of goods and/or services provided by CoinMarkets. By using our Fiat Wallet Services, you acknowledge and agree that you may not be afforded any protections set out in the Law on Conciliatory Mediation in Civil Disputes and related subsidiary legislation, notices and guidelines issued by Republic of Lithuania when you use the Fiat Wallet Services, including the requirements to safeguard money applicable to major payment institutions, or any other user protection measures.

3.2 Other Services. In addition to the Digital Token Services and Fiat Wallet Services, CoinMarkets may make available other Services from time to time, to persons deemed to be eligible for such Services in CoinMarkets's sole and absolute discretion, which shall be subject to such terms and conditions as may be prescribed by CoinMarkets and published on the Website.

3.3 Lawfulness of use of Services. You represent and warrant to CoinMarkets at all times that you have informed yourself of any and all legal and regulatory requirements, restrictions and prohibitions applicable to your use of the Services, and you would fully comply with all such requirements, restrictions and prohibitions. These legal and regulatory requirements, restrictions and prohibitions would include, without limitation, any foreign exchange controls or restrictions, or tax consequences applicable to your use of the Services.

3.4 Availability of Services. CoinMarkets has sole and absolute discretion without prior notice to you or any other Users in determining whether or not it would make available some or all of the Services in any jurisdiction. The availability of some or all of the Services in any specific jurisdiction depends on a number of factors, including, without limitation, whether the provision or receipt of the Services is lawful in that jurisdiction. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, the availability or unavailability of any or all of the Services.

3.5 Fees. A full list of CoinMarkets's fees can be found on [www.coin-mkt.com](http://www.coin-mkt.com) shall have sole and absolute discretion to adjust from time to

time the fees chargeable to you in connection with the Services, which shall be binding on you if you continue to maintain your Account or use the Services after the effective date of fee adjustment. You agree to pay CoinMarkets any and all prevailing fees charged by CoinMarkets from time to time in connection with the provision or use of the Services.

#### 4. Account Setup

4.1 Registration of Account. To use the Services, you will need to register for an Account by:

- a. providing your real name, email address, and any other information as we may require;
- b. selecting a password or other credential as we may specify; and
- c. accepting the terms and conditions of this Agreement.

We may, in our sole and absolute discretion, refuse to open an Account for you. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, our decision to refuse to open an Account for you.

Each registration is for a single User only and, subject to our discretion and operational requirements, each User may only maintain one active Account with CoinMarkets which is not transferable to any other party. You are fully responsible for all activities that occur under your Account. Any unauthorised use of your Account will constitute a breach of these Terms and in case of such breach, CoinMarkets shall have the right, without prejudice to any of its rights or remedies under Applicable Laws, to terminate, suspend or restrict your access to your Account, terminate the provision of all or part of the Services to you, as well as take any other action as CoinMarkets deems fit.

4.2 Provision of information and customer due diligence. You agree to provide us with any and all information, documents and/or materials that we may from time to time request for purposes of registering or maintaining your Account, performing customer due diligence, identity verification or screening, or providing Services to you, and you permit us to keep a record of all such information, documents and materials for so long as we are required or permitted to do so under Applicable Laws, including beyond the termination of your Account(s). Such information, documents and materials may include, without limitation, personal data, for the purposes of performing customer due diligence, identity verification and/or screening, and the detection of money laundering, terrorist financing, fraud, or any other financial crime on our Services ("Identity Verification Information"). We will collect, use, disclose and/or process the Identity Verification Information in accordance with our Privacy Policy. You will need to complete certain customer due diligence, verification and screening procedures before you are permitted to use the Services and your access to one or more Account(s) or the Services (or any specific Service), including certain transfers of fiat currency and Digital Tokens, and the limits that apply to your use of the Services, may be altered as a result of such information, documents and/or materials collected on an ongoing basis.

The Identity Verification Information that we may request include, but is not limited to, your: name, email address, contact information, telephone number, username, government issued ID, date of birth and any other information, documents and/or materials that would facilitate our compliance with Applicable Laws. In addition to providing such Identity Verification Information (and any changes in such information) as we may request, you agree to permit us to keep a record of all such information for so long as we are required or permitted to do so under Applicable Laws, including after the termination of your Account(s).

In providing us with your Identity Verification Information or any other information, documents and/or materials that we may from time to time request, you confirm (a) the accuracy and authenticity of all such information, documents and materials, and (b) you have not withheld any information, document or material that may influence our evaluation of you for the purposes of registering or maintaining your Account or providing Services to you.

By signing up for an Account, you hereby authorise us to make inquiries, whether directly or through third parties, that we consider necessary to perform customer due diligence, verify your identity or perform screening, or to protect you and/or us against fraud or other financial crimes, and to take any action that we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your Identity Verification Information and other information, documents and materials provided by you may be disclosed to credit bureaus, fraud prevention or financial crime agencies, operators of commercial databases or such other third-party background screening or identity verification operators, law enforcement agencies or other competent authorities.

Any failure on your part to comply with any of the above requirements will constitute a breach of these Terms and we shall have the right to terminate, suspend or restrict your access to your Account(s), terminate the provision of all or part of the Services to you, as well as take any other action as we deem fit.

4.3 Enhanced Due Diligence. You agree to provide us with any additional or other information, documents and/or materials about

yourself or your business, have face to face meetings with representatives of CoinMarkets or take any other action as we may require for purposes of performing enhanced due diligence on you (the foregoing processes, "Enhanced Due Diligence") so that we may, among other things, establish the source of your wealth and source of funds for any transactions carried out in the course of your use of the Services. We reserve the right to charge you any costs and fees associated with Enhanced Due Diligence.

4.4 Updating Identity Verification Information. Post-Account opening, you must ensure that the Identity Verification Information provided to us continues to be truthful, complete and up-to-date. You agree and undertake to keep us updated in writing if any of the information you provided to us changes, or if there is any change in circumstance that may cause any such information to be provided to become outdated, false, inaccurate or incomplete, and also undertake to provide any other additional documents, materials and information as may be required by us.

Failure to do so constitutes a breach of these Terms, which may result in immediate termination, suspension or restriction of your access to your Account or all or part of our Services at our sole discretion.

If there is any reasonable doubt that any Identity Verification Information provided by you is wrong, untruthful, outdated or incomplete, we shall have the right to send you a notice to demand corrections, remove the relevant information and/or terminate, suspend or restrict your access to your Account or all or part of our Services to you. You shall be solely and fully responsible for any loss or expenses incurred during the use of the Services if you cannot be reached through the contact information provided. You hereby acknowledge and agree that you have the obligation to keep all information provided up to date if there are any changes.

4.5 Access. To access your Account(s) or the Services, you must have the necessary equipment (such as a computer or smartphone) and the associated access to the internet. Your Account(s) or the Services can be accessed directly using the Website and/or the App or by such other mode of access as CoinMarkets may prescribe from time to time. The use of the Website, the App and any other mode of access may be subject to such additional terms and conditions as may be prescribed by CoinMarkets.

You are only permitted to access your Account(s) using your Account(s) login credentials and other required forms of authentication. We require multi-factor authentication to keep your Account(s) safe and secure. As a result, you are required to use at least two forms of authentication when accessing your Account(s) and performing certain operations in your Account(s). Forms of multi-factor authentication in addition to your login credentials may include authentication applications and/or security tokens. We reserve the right in our sole and absolute discretion, without prior notice to you or any other Users, to prohibit access from or by any device on which the operating system has been or is suspected of having been modified or tampered with. You agree that we may provide your verification data to a third-party service provider in order to help us authenticate you.

4.6 Account usage and third-party access. You must ensure that Account(s) registered under your name will not be used by any other person, unless prior written approval is first obtained from CoinMarkets. Any breach of security, loss, theft or unauthorised use of your username, password or security information must be notified to us immediately. CoinMarkets reserves the right to terminate, suspend or restrict your access to any Account(s) if there is reasonable suspicion by us that the person logged into your Account(s) is not you or if we suspect that the Account(s) have been or will be used for any illegal, fraudulent or unauthorised purposes. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any such termination, suspension or restriction of access to any Account(s). Notwithstanding that CoinMarkets may in its sole and absolute discretion consent to your Account being used by your approved third party, you acknowledge and agree that your granting of permission to a third party to take specific actions on your behalf shall not relieve you of any of your responsibilities under this Agreement. You shall be fully responsible and liable for all acts or omissions of any third party with access to your Account (whether or not authorised by you) and any action of such third party referable to your access credentials shall be considered to be an action authorised by you. You further acknowledge and agree that CoinMarkets shall not be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, your Account being used by a third party.

## 5. Representations, Warranties and Undertakings

5.1 When you use the Services you hereby represent, warrant and undertake to CoinMarkets at all times that:

a. you have full power, authority and capacity to (i) access and use the Platform and/or the Services and (ii) enter into and deliver, and perform your obligations under, this Agreement and any other agreement(s) entered into pursuant to, or in connection with, these Terms;

b. this Agreement and any other agreement(s) entered into pursuant to, or in connection with, these Terms constitute valid and legally binding obligations, enforceable against you in accordance with their respective terms;

c. if you are an entity, you are duly incorporated, duly organised and validly existing under the laws of your jurisdiction and have full power to conduct your business, and if you are an individual, you are at least 18 years old or of legal age to form a binding contract under all Applicable Laws, and have full mental capacity to enter into this Agreement and any other agreement(s) entered into pursuant to, or in connection with, these Terms, and to make decisions regarding your investments or transactions;

d. all consents, permissions, authorisations, approvals and agreements of third parties and all authorisations, approvals, permissions, consents, registrations, declarations, filings with any regulatory authority, governmental department, commission, agency or other organisation having jurisdiction over you which are necessary or desirable for you to obtain in order to (i) access and use the Platform and/or the Services and (ii) enter into and deliver, and perform the transactions contemplated under this Agreement and any other agreement(s) entered into pursuant to, or in connection with, these Terms, have been unconditionally obtained in writing and have been disclosed in writing to us and have not been withdrawn or amended;

e. all the activities that you carry out during the use of the Services will be in compliance with the requirements of all Applicable Laws as well as the various policies of CoinMarkets;

f. your access and use of the Platform and/or the Services, your execution and delivery of, and the performance of your obligations under this Agreement and any other agreement(s) entered into pursuant to, or in connection with, these Terms, will not:

i. result in a breach of, or constitute a default under, any instrument, agreement, document or undertaking to which you are a party or by which you or any of your property is bound or subject; and

ii. result in a breach of any Applicable Laws, or any award of any arbitrator, court or governmental or regulatory authority in any jurisdiction;

g. all documents, materials and information you have provided to CoinMarkets are true, accurate, complete and up-to-date in all respects, and may be relied upon by us in determining whether or not you are eligible to access the Platform or to utilise any of the Services or otherwise; and

h. you shall not:

i. breach any of the terms and conditions of this Agreement or any other agreement(s) entered into pursuant to, or in connection with, these Terms;

ii. violate or attempt to violate any Applicable Laws;

iii. violate CoinMarkets's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;

iv. violate public interests, public ethics or other's legitimate interests including taking any action that would interfere with, disrupt, negatively affect, or inhibit other Users from using the Services;

v. act in a manner that is defamatory, trade libellous, threatening or harassing;

vi. provide false, inaccurate or misleading information;

vii. engage in potentially fraudulent or suspicious activities and/or transactions;

viii. use the Services for engaging in any market manipulation or misconduct (including, without limitation, any pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering), regardless of whether such activity is prohibited by Applicable Laws;

ix. (unless written consent from CoinMarkets is granted) use any data, information, documents and/or materials from CoinMarkets for the purposes of:

A. exchange services that use quotes, price or other data or information from CoinMarkets;

B. data feed or data stream services that make use of any quote, price other data or information from CoinMarkets; and/or

C. any other web sites/applications/services that charge for, or otherwise commercially monetise (including through advertising or referral fees), quote, price or other data or information obtained from CoinMarkets;



x. modify, reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any proprietary notices or labels, license, sublicense, sell, mirror, frame, rent, lease, private label, grant a security interest in, create derivative works of, or otherwise exploit the Services, or any portion of the Services without CoinMarkets's prior written consent or unless otherwise permitted by Applicable Laws;

xi. (A) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Services or in any way reproduce or circumvent the navigational structure or presentation of the Services to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Services, (B) attempt to gain unauthorized access to any portion or feature of the Services or any other systems or networks connected to the Services or to any CoinMarkets server or to any of the services offered on or through the Services, by hacking, password "mining," or any other illegitimate or prohibited means, (C) probe, scan, or test the vulnerability of the Services or any network connected to the Services, nor breach the security or authentication measures on the Services or any network connected to the Services, (D) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Services, (E) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or CoinMarkets's systems or networks or any systems or networks connected to the Services, (F) use any device, software, or routine to interfere with the proper working of the Services or any transaction conducted on the Services, or with any other person's use of the Services, (G) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to the Services, or (H) use the Services in an unlawful manner;

xii. refuse to cooperate in any investigation or provide confirmation of your identity or the accuracy of any information, documents and/or materials you provide to us;

xiii. conduct your business or use the Platform or Services in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties or other liability to CoinMarkets, other Users, third parties or you;

xiv. take any action that imposes an unreasonable or disproportionately large load on our infrastructure and systems;

xv. facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;

xvi. use an anonymising proxy;

xvii. use any robot, spider, other automatic device, or manual process to monitor or copy our Website or App without our prior written permission;

xviii. use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our Website, the App, the Platform or the Services; or

xix. take any action that may cause us to lose any of the services from our internet service providers, or other suppliers.

5.2 Should you breach any of the above representations, warranties and/or undertakings, CoinMarkets reserves the right to take any action against you or your Account(s), including but not limited to:

a. blocking or suspending the execution of your Orders, Irrevocable Orders and/or Transactions;

b. suspending or terminating your Account(s);

c. reporting the incident or breach to the relevant authorities;

d. publishing the alleged breach and actions that have been taken; and/or

e. deleting any information you published that is in breach of the representation, warranty and/or undertaking.

Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any action taken against you or your Account(s) should you breach any of the above representations, warranties and/or undertakings.

## 6. Top-ups and withdrawals of fiat currencies to/from CoinMarkets

CoinMarkets does not support any fiat wallet to the account users, therefore, account users cannot deposit / withdraw to/ from any fiat currencies to CoinMarkets.

## 7. Buying, selling, swapping and/or transferring of Digital Tokens

7.1 Digital Token Services. The Platform enables you to buy, sell or swap supported Digital Tokens in the following ways:

a. Purchase of Digital Tokens with credit/debit cards – you may purchase supported Digital Tokens using your credit or debit card that you have added to your Account as a payment method. By adding a credit or debit card to your Account as a payment method, you represent and warrant to CoinMarkets at all times that you are the lawful holder of that card, and you authorise CoinMarkets to automatically charge to the card to obtain the relevant funds whenever the card is used as a payment method in connection with any Services. The availability of such payment method depends on a number of factors, including, without limitation, those set out in Clause [6.12] above. You may revoke your authority to CoinMarkets to charge to any credit or debit card by removing that card as a payment method in your Account;

b. Purchase of Digital Tokens with third-party wallets – you may purchase supported Digital Tokens using supported third-party wallets that you have linked to your Account as a payment method. By linking such third-party wallet with your Account, you represent and warrant to CoinMarkets at all times that you are the lawful holder of that third-party wallet, and this representation and warranty is to be repeated each time the third-party wallet is used as a payment method in connection with any Services. When initiating a payment via the third-party wallet, you may be directed to the third-party wallet operator's user interface via APIs to authorise the payment from your third-party wallet. The availability of such payment method depends on a number of factors, including, without limitation, those set out in Clause 6.12 above.;

c. Swapping of Digital Tokens – you may swap one type of supported Digital Tokens in your Digital Token Wallet for another type of supported Digital Tokens.

To carry out any purchase, sale or swapping of Digital Tokens, you must follow the relevant instructions on the Website or App.

d. Any loss due to trading in the platform, or withdrawal of balance by user within platform rules, that resulted in decreased balance of user account after Top-ups are fully responsible by users. CoinMarkets does not recognize these changes of balances of the user account to be claimed as "Goods/Service not received" or "Service Not Rendered". The status of Top-ups amount reflects on user account balance can only be confirmed before user trading or withdrawal.

7.2 Additional terms applicable to purchases of Digital Tokens with credit/debit cards/third-party wallets. If you are purchasing Digital Tokens with your credit or debit card or third-party wallets, one or more third parties would be involved in the processing of the transaction (including but not limited to the credit or debit card issuer or third-party wallet operator and other payment service providers). CoinMarkets may from time to time and without prior notice, engage, terminate and/or replace any third party payment service provider(s) that we would use to process the relevant credit or debit card payments or third-party wallet payment. In addition to these Terms, you agree to comply with any and all terms and conditions as may be imposed by any and all such third parties in connection with the use of your credit or debit card or third-party wallet to purchase Digital Tokens. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, your breach of any terms and conditions that may be imposed by any and all such third parties.

## 7.3 Orders and Settlement

a. Each purchase, sale or swap of a Digital Token on the Platform may be effected based on the price applicable to the relevant Transaction, as specified on the Website or App;

b. to place an Order, you must have (i) an available amount of the relevant Digital Token in the Account, (ii) (in the case of purchases of Digital Tokens using a credit card) an available credit amount linked to the relevant credit card (iii) (in the case of purchases of Digital Tokens using a debit card) available funds in the bank account linked to the relevant debit card or (iv) (in the case of purchases of Digital Tokens using a third-party wallet) available funds in the third-party wallet, in each case which is sufficient to cover the total amount payable by you in connection with the Order (including any applicable fees). We reserve the right not to accept your Order and/or effect any Transaction if you have insufficient funds / credit amount in your Account or credit/debit card, or insufficient Digital Tokens in your Account(s) required to settle the Transaction and to pay all the fees associated with the Transaction;

c. upon specifying the quantity of a supported Digital Token that you would like to buy, sell or swap, we may offer to you a price applicable to the purchase, sale or swap of such quantity of the Digital Token. You are required to confirm the Order based on the offered price within the time limit specified on the Platform. The offered price will no longer apply upon the expiration of such time limit;

d. for confirmation of an Order to buy supported Digital Tokens using a specific credit or debit card, you may be required to input the relevant credit or debit card information on the Platform (unless such credit / debit card information has been saved on your Account as a payment method), and complete the authentication measures imposed by the credit or debit card issuer;

e. for confirmation of an Order to buy supported Digital Tokens using a third-party wallet, you may be redirected to the third-party wallet operator's user interface, where you would be required to provide your log-in details / complete the authentication measures imposed by the third-party wallet operator, and authorise the payment to us for your purchase of Digital Tokens. Your authorisation of the payment will constitute a confirmation of an Order to buy the specified quantity of a supported Digital Token;

f. if you confirm an Order to buy, sell or swap a specified quantity of a supported Digital Token based on the offered price within the time limit specified on the Platform, such Order will become irrevocable (an "Irrevocable Order") and the Platform will proceed to effect the settlement of the relevant Transaction between you and us, as the counterparty to such Transaction, by (i) debiting and crediting the relevant fiat currency and/or Digital Token(s) balances in your Digital Token Wallet (as the case may be), (ii) (in the case of a purchase of Digital Tokens using a credit or debit card) charge the purchase price to your credit or debit card, and (iii) (in the case of a purchase of Digital Tokens using a third-party wallet) charge the purchase price to your third-party wallet. For any purchase of Digital Tokens using a credit or debit card or a third-party wallet, we will credit the relevant Digital Token balance in your Digital Token Wallet only after we have received notification from the relevant credit or debit card network (via a third-party payment processor) or the third-party wallet operator (as the case may be) that the credit or debit card payment or the third-party wallet payment has been successfully executed; and

g. you acknowledge and agree that there is no assurance or guarantee that (a) a price for any purchase, sale or swap of any quantity of Digital Tokens will be offered to you and/or (b) an Order, Irrevocable Order and/or Transaction will be entered into, completed and/or settled. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any such failure to (i) offer a price to you, and/or (ii) enter into, complete and/or settle any Order, Irrevocable Order and/or Transaction.

7.4 Prices. You acknowledge that all buy, sell and swap prices are set by CoinMarkets, and such prices may vary from time to time. Further, the buy price may not be the same as the sell price at any given time, and CoinMarkets may add a margin or spread to the quoted buy price or sell price in its sole and absolute discretion.

7.5 Transaction fees. Each purchase, sale or swap of Digital Tokens is subject to a fee (a "Transaction Fee"). The applicable Transaction Fee will be displayed to you on the Website or App prior to your Order confirmation and will be stated in a receipt that we will issue to you following your Order confirmation. We may adjust our Transaction Fees at any time. A full list of CoinMarkets's fees can be found at [www.coin-mkt.com](http://www.coin-mkt.com).

7.6 Transaction Minimum or Maximum Amounts. We may, in our sole and absolute discretion without prior notice to you, impose minimum and/or maximum amounts of Digital Tokens that you may purchase, sell or swap. Do note that this may mean that you may hold balances of Digital Tokens which you will not be able to swap if such balances are less than the minimum transaction amount.

7.7 Order Availability. We shall have the right to suspend or restrict your ability to place Orders at any time for whatever reason (including, without limitation, if there is a lack of liquidity in the Digital Token that you wish to transact in) or no reason whatsoever. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, your inability to place any Order.

7.8 Processing Delays and Cancellation. While we strive to ensure that your Order, Irrevocable Order and/or Transaction would be processed as soon as practicable, there may be instances in which the processing of your Order, Irrevocable Order and/or Transaction is delayed or has to be cancelled due to whatever reason (including, without limitation, if there is any system, technical or operational issues that prohibits us from processing your Order, Irrevocable Order and/or Transaction) or no reason whatsoever. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including

loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any cancellation or delay in processing any Order, Irrevocable Order and/or Transaction.

7.9 Sending Digital Tokens from your Digital Token Wallet. You may send supported Digital Tokens from your Digital Token Wallet to supported blockchain addresses. We may in our sole and absolute discretion, without prior notice to you or any other Users, restrict or prohibit the transfer of Digital Tokens from a Digital Token Wallet to any blockchain address (including, without limitation, where such transfer is not in compliance with Applicable Laws), and/or impose a limit on the amount of Digital Tokens that may be transferred from a Digital Token Wallet to any blockchain address. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any such transfer restriction, prohibition or limit imposed by CoinMarkets.

It is your responsibility to ensure that the blockchain address that is receiving any transfer of Digital Tokens supports such Digital Tokens. If you attempt to send Digital Tokens from your Digital Token Wallet to a blockchain address that does not support such Digital Tokens, your Digital Tokens could be lost forever. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any transfer of Digital Tokens to a blockchain address that does not support such Digital Tokens.

Before we would execute your Instruction to transfer Digital Tokens from your Digital Token Wallet, we may require you to authenticate and/or verify such Instruction via your registered email and/or your pre-selected form of multifactor authentication which we may make available to you from time to time. You agree to comply with all such requirements to authenticate and/or verify your Instructions.

7.10 Receiving Digital Tokens into your Digital Token Wallet. You may receive transfers of supported Digital Tokens from supported blockchain addresses into your Digital Token Wallet. We may in our sole and absolute discretion, without prior notice to you or any other Users, restrict or prohibit the transfer of Digital Tokens to your Digital Token Wallet from any blockchain address (including, without limitation, where such transfer is not in compliance with Applicable Laws), and/or impose a limit on the amount of Digital Tokens that may be transferred from any blockchain address to your Digital Token Wallet. Depending on the circumstances and Applicable Laws, we may at our sole discretion return the restricted or prohibited Digital Tokens transferred to your Digital Token Wallet back to the originating blockchain address. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, (i) any such transfer restriction, prohibition or limit imposed by CoinMarkets; and/or (ii) any returning of the transferred Digital Tokens back to the originating blockchain address or delays or failure in returning of the transferred Digital Tokens back to the originating blockchain address.

Your Digital Token Wallet may receive only certain types of Digital Tokens that are supported by CoinMarkets. Under no circumstances shall you attempt to use your Digital Token Wallet to store, request or receive any Digital Tokens that we do not support. If you or any third party attempt to send any such unsupported Digital Token into your Digital Token Wallet, such unsupported Digital Tokens could be lost forever. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any transfer of unsupported Digital Tokens to a Digital Token Wallet.

If you do not receive in your Digital Token Wallet any transfer of supported Digital Tokens from a supported blockchain address within a reasonable time, your only recourse would be to contact the sender, and/or the party that operates the blockchain address from which the Digital Tokens are to be sent. Under no circumstances shall any of the Indemnified Persons be responsible or liable for the failure of any transfer of Digital Tokens made from a blockchain address.

7.11 Irreversibility of Digital Token transactions. You acknowledge and agree that Digital Token transactions cannot be reversed once they have been broadcasted to the relevant Digital Token blockchain network.

7.12 Network Fees. We may charge network fees ("Network Fees") to send supported Digital Tokens from your Digital Token Wallet to a blockchain address on your behalf. We will calculate the Network Fees at our discretion, although we will notify you of the applicable Network Fees before you may authorise the sending of the Digital Tokens.

When you or a third party sends supported Digital Tokens to your Digital Token Wallet from a blockchain address, the person initiating the Transaction is solely responsible for executing the Transaction properly, which may include among other things, the payment of Network Fees in order for the Transaction to be completed successfully. Non-payment of Network Fees or insufficient balance to pay Network Fees may cause your Transaction to remain in a pending state. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any delay or losses incurred as a result of any error in your initiation or such third party's initiation of a Transaction and we have no obligation to assist in the remediation of such Transactions.

7.13 Request for Information. You agree to furnish us with any information that we may request from you before we will effect transfers of supported Digital Tokens from your Digital Token Wallet to a supported blockchain address and/or accept supported Digital Tokens into

your Digital Token Wallets which have been sent from a supported blockchain address. We may in our sole and absolute discretion refuse to effect a transfer of, or accept, any Digital Tokens if you fail to provide us with the requisite information.

For transfers of supported Digital Tokens into your Digital Token Wallet from a supported blockchain address, we may require the sender to provide us with certain information before we are able to accept such Digital Tokens. We may in our sole and absolute discretion, decide to not to accept any Digital Tokens if we fail to receive the requisite information from the sender.

7.14 Supported Digital Tokens. You acknowledge and agree that our Services are available to you only in connection with certain Digital Tokens that we support, and this may change from time to time.

7.15 Ending support of a Digital Token. We may in our sole and absolute discretion suspend or terminate our support for any Digital Token. We will exercise commercially reasonable endeavours to provide you with no less than fourteen (14) calendar days' notice (unless a shorter period is required by Applicable Laws) via email to the email address associated with your Account to announce the end of such support. If you do not sell or transfer away the relevant Digital Tokens from your Account before the date of suspension or termination of our support of such Digital Tokens, we reserve the right to sell and/or withdraw such Digital Tokens from your Account and credit your Fiat Wallet with the fiat currency value of the Digital Tokens at the time we effect the sale/withdrawal, less any fees that we may charge you in our sole and absolute discretion. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any such suspension or termination of our support for any Digital Token.

7.16 Digital Token title. Unless otherwise expressly specified in this Agreement (including, without limitation, any and all schedule(s) and addendum(s) to this Agreement), all Digital Tokens held in your Digital Token Wallet are held by CoinMarkets on a custodial basis. Among other things, this means:

a.as the owner of Digital Tokens in your Digital Token Wallet, you shall bear all risk of loss of such Digital Token. Under no circumstances shall any of the Indemnified Persons have any liability for fluctuations in the fiat currency value of Digital Tokens held in your Digital Token Wallet;

b.at any time, subject to outages, downtime, Applicable Laws, these Terms and CoinMarkets's policies, you may withdraw Digital Tokens held in your Digital Token Wallet by sending it to a supported blockchain address; and

c.in order to more securely hold Users' Digital Tokens, we may use shared blockchain addresses, controlled by us, to hold Digital Tokens held on behalf of Users and/or held on behalf of us. Users' Digital Tokens are segregated from our own Digital Tokens by way of separate ledger accounting entries for Users' and our accounts. Notwithstanding the foregoing, we shall not have any obligation to use different blockchain addresses to store Digital Tokens owned by you and Digital Tokens owned by other Users or by us.

## 8. Market Integrity

8.1 All Transactions are Final. Subject to Clause 8.2 below, all Transactions are final and no User shall have the right to reverse or cancel any Transaction.

8.2 Reversal, cancellation, modification and/or disregard of Transactions. CoinMarkets may, in its sole and absolute discretion without prior notice to you or any other Users, reverse, cancel, modify and/or disregard any Transaction under any circumstance and for whatever reason or no reason whatsoever, including but not limited to where:

a.CoinMarkets is compelled to do so by any Applicable Law, including but not limited to where CoinMarkets is required to suspend or terminate a User's Account;

b.due to any technical error, one or more Transactions do not occur as envisaged by CoinMarkets;

c.an Order or Irrevocable Order has been placed, and/or a Transaction has been entered into, by any User who, in CoinMarkets's sole opinion, has engaged in abusive use of our Platform and/or Services, including any attempts at market manipulation;

d.an Order or Irrevocable Order has been placed, and/or a Transaction has been entered into, by any User which involves an obvious error with respect to price, quantity, or other parameters ("Clearly Erroneous Transaction"). In making a determination whether a Transaction is a Clearly Erroneous Transaction, CoinMarkets will take into account the circumstances at the time of the Transaction, the need to preserve the integrity of the market, Platform and/or Services, and the need to maintain a fair and orderly marketplace. The User agrees and understands that if CoinMarkets determines a Transaction to be a Clearly Erroneous Transaction, CoinMarkets may declare it null and void, in whole or in part, even if the User does not agree to cancel or modify it; and/or

e.for technical reasons or to maintain the proper functioning of the Platform and/or provision of Services, it would be, in CoinMarkets's sole opinion, necessary or desirable to do so.

Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, CoinMarkets's decision to reverse, cancel, modify and/or disregard any Transaction.

8.3 Access to CoinMarkets Platform. All Users have equal access to the Web Interfaces and App, and CoinMarkets does not provide prioritised access to any User. CoinMarkets shall have sole and absolute discretion, without prior notice to you or any other Users, to take any action to preserve the integrity of the market, Platform and/or Services. Such actions include, but are not limited to, the halting of trading, modifying risk-mitigating parameters, and/or restricting Users' access to the Platform and/or Services.

8.4 Interruptions. If any technical reasons prevent or degrade Users' ability to place or cancel Orders, or prevent or degrade access to the Platform, any Services, Web Interfaces, App, and/or any other systems or processes, then CoinMarkets may, in its sole and absolute discretion, without prior notice to you or any other Users, take one or more of the following actions (where applicable):

- a. disable or suspend the depositing, withdrawing, sending, receiving or transferring of Stablecoins or Digital Tokens;
- b. reverse, cancel, modify and/or disregard Orders, Irrevocable Orders and/or Transactions;
- c. disable or suspend the ability to place new Orders;
- d. disable or suspend any entry into, completion and/or settlement of any Transactions;
- e. disable or suspend any sign-in to Accounts; and/or
- f. disable or suspend access to the Platform, any Services, Web Interface, App, and/or any other systems or processes.

Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, CoinMarkets's decision to carry out any of the above actions.

8.5 Halting of trading. CoinMarkets may in its sole and absolute discretion, disable or suspend trading in any Digital Token due to whatever reason (including, without limitation, where there is a sudden and/or substantial movement in the market price of such Digital Token) or no reason whatsoever.

8.6 False Trading and Market Manipulation Prohibited. Users are strictly prohibited from engaging in any market manipulation, regardless of whether such market manipulation is carried out on the Platform or otherwise. Market manipulation is defined as any action(s) taken or procured to be taken, or any course of conduct, by any market participant or a person acting in concert with a participant(s) which is intended to, or does, or is likely to:

- a. create a false impression or deceive or mislead other Users:
  - i. of active trading in any Digital Tokens on the Platform; or
  - ii. with respect to the market for, or the price of, any Digital Tokens traded on the Platform; or
- b. artificially control or manipulate the price or trading volume of any Digital Token, including but not limited to:
  - i. maintaining, inflating, depressing or causing fluctuations in the market price of any Digital Token; or
  - ii. aid, abet, enable, finance, support, or endorse any of the above actions or outcomes.

Market manipulation specifically includes, without limitation, any front-running, wash trading, spoofing, layering, churning, and/or quote stuffing.

For the avoidance of doubt, market manipulation may include, without limitation, any action or course of conduct carried out or undertaken on the Platform and/or outside of the Platform.

Further, a User must not effect, take part in, be concerned with or carry out, directly or indirectly, two (2) or more Transactions in Digital Tokens being Transactions that have, are intended to have, or are likely to have, the effect of raising, lowering, maintaining, stabilising

or causing fluctuations in the price of the Digital Token, with the intent to induce other persons to purchase, sell, swap, or enter into Transactions in relation to, such Digital Tokens.

8.7 False or Misleading Statements. Users are prohibited from making false or misleading statements or disseminating any information, document or material that is false or misleading in a material particular and which is intended to, or does, or is likely to:

a. induce other persons to purchase, sell, swap, or enter into Transactions in relation to, any Digital Tokens; or

b. have the effect (whether significant or otherwise) of raising, lowering, maintaining, stabilising or causing fluctuations in the price of any Digital Tokens.

8.8 Fraudulent conduct. Users are prohibited from engaging in any fraudulent conduct to induce or attempt to induce another person to deal or transact in Digital Tokens. Examples of fraudulent conduct include but is not limited to:

a. making or publishing any statement, promise or forecast that the User knows or ought reasonably to have known to be misleading, false or deceptive;

b. dishonest concealment of material facts;

c. recklessly making or publishing of any statement, promise or forecast that is misleading, false or deceptive; or

d. recording or storing in, or by means of, any mechanical, electronic or other device information that the User knows is false or misleading in a material particular.

8.9 Manipulative or Deceptive Conduct. Users are prohibited from engaging in any manipulative or deceptive conduct in connection with the purchase, sale or swap of, or Transaction in, any Digital Token. Examples of manipulative or deceptive conduct include but is not limited to:

a. employing any device, scheme or artifice to defraud;

b. engaging in any act, practice, business or course of conduct which operates, or is intended to operate, or is likely to operate, as a fraud or deception;

c. making any statement the User knows to be false or misleading; or

d. omitting to state a material fact in order to make the statements made, in the light of the circumstances under which they were made, not false or misleading.

## 9. Transactions

9.1 Transaction Limits. The use of all Services is subject to a limit on the volume, stated in US Dollar, in other fiat currency or in Digital Tokens, that you may buy, sell, swap, send, receive or transfer in a given period (e.g. daily). Additionally, we may require you to wait some amount of time after completion of a Transaction before permitting you to use further Services and/or before permitting you to engage in Transactions beyond certain volume limits. To view your limits, login to your Account > General Settings. Your Transaction limits may vary depending on your payment method, results of customer due diligence, verification of identity or screening, and/or other factors determined by us in our sole and absolute discretion. We reserve the right to change such Transaction limits as we deem necessary at any time and without notice. If you wish to raise your Transaction limits beyond the posted amounts, you may submit a request at [www.coin-mkt.com](http://www.coin-mkt.com).

9.2 Increase of Transaction limits. We may conduct Enhanced Due Diligence on you if you wish to raise your Transaction limits. In this regard, you agree to provide us with any additional or other information, documents and/or materials about yourself or your business, have face to face meetings with representatives of CoinMarkets or take any other action as we may require for purposes of performing enhanced due diligence on you in connection with such Enhanced Due Diligence. We reserve the right to charge you costs and fees associated with such Enhanced Due Diligence although if we intend to do so, we will notify you in advance so that you may decide whether or not to proceed with your request to raise your Transaction limits. We may, in our sole and absolute discretion, refuse to raise your Transaction limits, or lower your Transaction limits at any time even if Enhanced Due Diligence on you has been completed.

9.3 Error Correction. We may, in our sole and absolute discretion, reverse, cancel, modify and/or disregard any Order, Irrevocable Order and/or Transaction which, in our sole opinion, is erroneous, whether such error was caused by you, us or a third party or due to technical issues, system issues, software failure or otherwise. We provide no assurance or guarantee that any such error correction attempt will be successful. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for

any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any such erroneous Order, Irrevocable Order and/or Transaction, or any attempt or failure to correct any of them.

9.4 Unauthorised Transactions. You are solely responsible for the control and use of your Account(s) and any Instruction sent from your Account(s) is deemed to be authorised and is binding on you. We are not obliged to verify the identity or authority of any person(s) using your Account(s) and we shall be at liberty to accept and place full reliance on any Instruction sent from your Account(s). If you notice any unauthorised or suspicious activity in your Account(s), you must notify us immediately, and provide us with a police report and any other information and documents as we may require. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any of the Indemnified Persons' reliance on any Instruction sent from your Account(s).

9.5 Provision of Transaction Information. You must give us all documents, information and/or materials that we may from time to time request in relation to any of your Transactions (whether the Transaction has been completed or is uncompleted), and you permit us to keep a record of all such information, documents and materials in accordance with Clause 9.6 below. Any such request may be for the purposes of facilitating our compliance with Applicable Laws, including our compliance with "know your customer", anti-money-laundering and anti-financing-terrorism requirements, or otherwise.

9.6 Retention of Transaction Information. To facilitate compliance with global industry standards for data retention and/or for the purposes of complying with our obligations under Applicable Law (including but not limited to record keeping requirements), you agree to permit us to keep a record of all Trade Data and information, documents and materials relating directly or indirectly to any and all Transactions for so long as we are required or permitted to do so under Applicable Laws, including after the termination of your Account(s). We may, and you authorise us to, use and/or disclose all such Trade Data, information, documents and materials in our sole discretion to such parties and for such purposes as indicated in our Privacy Policy.

## 10. Your Instructions and Authorisations

10.1 Instructions. You are solely responsible for accurately entering any Instruction, including but not limited to all the necessary information in order to enable us to carry out any Instruction. CoinMarkets is not obliged to verify the accuracy or completeness of any such information or Instruction, or for monitoring or refusing to process duplicate Instructions.

Your Instructions shall be irrevocable and unconditional and shall be binding on you, and such Instructions may be acted or relied upon by us irrespective of any other circumstances. As such, once you give any Instruction, you have no right to rescind or withdraw such Instruction without our written consent.

Your Instruction shall not be considered to be received by CoinMarkets unless and until it has been received by CoinMarkets's server. Additionally, CoinMarkets's records of all Instructions shall be conclusive and binding on you for all purposes.

10.2 Our Discretion. You acknowledge and agree that CoinMarkets may, in its sole and absolute discretion for any reason or no reason whatsoever, refuse to act upon or defer acting on any Instruction, or seek further information with respect to the Instruction. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any of the Indemnified Persons' refusal or delay in acting upon any Instruction.

10.3 Your Identity or Authority. CoinMarkets shall not be under any obligation to verify the identity or authority of any person giving any Instruction and the authenticity of such Instruction. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any of the Indemnified Persons relying or acting upon any Instruction which is given or purported to be given by you, regardless of the circumstances prevailing at the time of such Instruction, the nature of the arrangement, services or transactions made pursuant to such Instruction or the amount of money involved and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity or authorisation in the terms of such Instruction.

10.4 Notification of Instructions. CoinMarkets may, but is not obliged to, transmit a notification to you upon receipt of any Instruction from you. You are responsible to ensure that the details of your Instruction in any such notification transmitted to you are true, accurate and complete. Completion notification that an Instruction and/or a Transaction has been effected by CoinMarkets may be provided to you via electronic communications. Any such completion notification transmitted to you shall be deemed to have been received by you immediately after transmission. You are required to contact us if you do not receive any completion notification within the time usually required for a similar notification to be received.

## 11. Our communication with you

11.1 Account Communication. You agree and understand that all communication with you will be via email or any other method that



we may prescribe from time to time. We will use the email address on record for your Account as our primary means of communicating with you. To ensure that you receive all of our communications, you agree to keep your email address up-to-date and immediately notify us if there are any changes. Delivery of any communication to your email address on record shall be considered valid and binding for all purposes. Any electronic communication shall be considered to be received by you: (1) within 24 hours of such communication being posted on our Website or App; or (2) immediately upon our sending of an email to you. If any email communication is returned as undeliverable, we retain the right to block your Account(s) and access to the Services until you provide and confirm a new and valid email address.

11.2 Account History. Information on your past Transaction(s) ("Transaction History") will be made available through the Website or App. Your Transaction History contains all of your trading activity on your Account. We will use commercially reasonable efforts to ensure that the information contained in the notices we send you and your Transaction History is reasonably accurate and reliable.

11.3 Account Review and Acknowledgment. It is important for you to understand that it is your sole responsibility to review your Transaction History and any notices or communications sent by us. If for any reason you are unable to do so, or you do not receive our notices or communications, it is your responsibility to notify us immediately.

## 12. Your Feedback, Queries and Complaints, and Dispute Resolution

12.1 Contact CoinMarkets. If you have any feedback, questions, or complaints, you may contact us by submitting a support ticket on <https://www.coin-mkt.com>.

When you contact us, you are required to provide us with your name, email address, and any other information that we may need to identify you, your Account, and the Transaction in relation to which you have feedback, questions, or complaints.

12.2 Complaints. If you have a disagreement or dispute with us arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) or the provision of Services, the Platform or the Website or App, you agree to contact our support team in the first instance to attempt to resolve such dispute by submitting a support ticket on [www.coin-mkt.com](http://www.coin-mkt.com). If we are unable to resolve the disagreement or dispute through our support team, you and we agree to use the complaints process set out in this Clause 12.2. You agree to go through this process before commencing any action as set out in Clause 12.5. If you do not follow the procedures set out in this Clause 12.2 before pursuing action under Clause 12.5, we reserve the right to refuse to participate in any mediation and/or arbitration that you have commenced unless and until you complete the following steps:

a. In the event of a dispute or disagreement which has not been resolved through your contact with our support team within 15 business days of our receipt of your support ticket, please submit a separate support ticket under the "complaints" tab citing your original ticket support number and describing the dispute or disagreement (hereinafter referred to in this Clause 12.2 as "complaint"), how you would like us to resolve the complaint and any other information you believe to be relevant. We will acknowledge receipt of your complaint form after you have submitted it as soon as practically possible and a customer complaints officer (an "Officer") will consider your complaint. The Officer will consider your complaint without prejudice based on the information you have provided, and any information provided by us.

b. Within 15 business days of our receipt of your complaint, the Officer will investigate the matter and use reasonable endeavours to address all points raised in your complaint by sending you an email in which the Officer will: (i) offer to resolve your complaint in the way you requested; (ii) make a determination rejecting your complaint and set out the reasons for the rejection; or (iii) offer to resolve your complaint with an alternative solution. If the Officer is unable to respond to your complaint within 15 business days, the Officer will (unless prohibited by Applicable Laws) send you a holding reply indicating the reasons for a delay in answering your complaint and specifying a deadline which shall not be more than 60 business days of our receipt of your complaint by which the Officer will respond to your complaint.

c. Any offer of resolution made to you will only become binding on us if accepted by you. An offer of resolution shall not constitute any admission by us of any wrongdoing or liability regarding the subject matter of the complaint.

12.3 If we are unable to resolve the disagreement or dispute via the complaints process set out in Clause 12.2 above, you may escalate the disagreement or dispute via the dispute resolution processes set out in Clause 12.5 below as applicable to you.

12.4 You agree that you shall not commence any of the dispute resolution processes set out in Clause 12.5 below in relation to the whole or any part of the disagreement or dispute until the complaints process set out in Clause 12.2 has been completed, although nothing in Clause 12.2 or in Clause 12.5 shall be construed as preventing either party from seeking preservation, interim custody or other interim relief in any court of competent jurisdiction.

12.5 Dispute Resolution. For disagreements or disputes arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) or the provision of Services, the Platform or the Website or App, either you (provided you have completed the complaints process in Clause 12.2 above and such disagreement or dispute has not been resolved through such

process) or we may initiate the dispute resolution procedures set forth in this section by giving the other party written note of such dispute ("Dispute Notice").

Following issuance of a Dispute Notice, both you and we shall agree to participate in mediation and undertake to abide by the terms of any settlement reached. The mediation must take place within sixty (60) days of the date of the Dispute Notice, and the mediator shall be an Republic of Lithuania List of Mediators accredited by Republic of Lithuania or an accredited mediator who has been agreed on an ad hoc basis between the parties for the purposes of seeking a possible resolution to the dispute. Parties shall endeavour to agree on a mediator, failing which the mediator shall be selected by the State-Guaranteed Legal Aid Service.

If the disagreement or dispute cannot be resolved by mediation within sixty (60) days of the date of the Dispute Notice, then either you or we may refer the dispute to arbitration administered by Republic of Lithuania List of Mediators in accordance with the Law on Conciliatory Mediation in Civil Disputes, which rules are deemed to be incorporated by reference to this section. The seat of the arbitration shall be Lithuania. The language of the arbitration shall be English. The Tribunal shall consist of 1 arbitrator.

## 12.6 Applicable Law

The entire contents of this agreement are concluded in accordance with the laws of Republic of Lithuania, and its establishment, interpretation, content and implementation are governed by the relevant laws of Republic of Lithuania; any claims or lawsuits arising from the services agreed in this agreement shall be made in accordance with the laws of Republic of Lithuania govern and interpret and enforce.

For the avoidance of doubt, this provision expressly applies to any claim of infringement against us. The competent court or forum for any claim or action against or in connection with us shall be in Republic of Lithuania. You unconditionally acquire exclusive jurisdiction to litigate and appeal in the courts of Republic of Lithuania. You also unconditionally agree that the disputes or issues related to this agreement or any claims and lawsuits arising from the place or court shall be exclusively in Republic of Lithuania. The principle of convenience of court shall not apply to the court chosen under these Terms of Service.

## 13. Risk Disclosures; Assumption of Risks; Release of CoinMarkets for risks relating to Digital Tokens

Trading Digital Tokens, and use of other Services provided by CoinMarkets, involves significant risks and potential for financial losses. Please read, understand and acknowledge the Digital Payment Token Service Risk Disclosures which sets out a non-exhaustive list of risks applicable to such activities. You hereby acknowledge and agree that under no circumstances shall any of the Indemnified Persons have any responsibility or liability for any and all risks relating to the trading of Digital Tokens, including but not limited to the risks disclosed to you in the Digital Payment Token Service Risk Disclosures.

You represent and warrant that you have (a) the necessary technical knowledge, expertise and ability to review and evaluate the security, integrity and operation of any Digital Token that you decide to acquire or trade; and (b) the requisite knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits and risks of any Digital Token or Transaction. You accept the risk of trading Digital Tokens through the Platform, and are responsible for conducting your own independent analysis of the risks specific to the Digital Tokens and/or the Services. You should not acquire or transact in any Digital Tokens unless you have sufficient financial resources and can afford to lose the full value of the Digital Tokens. The risk of loss in trading Digital Tokens can be substantial. You should therefore carefully consider whether such trading is suitable for you in light of your circumstances and financial resources.

CoinMarkets's decision to support the transfer, storage or trading of any particular Digital Token through the Services does not indicate CoinMarkets's approval or disapproval of the Digital Token or the integrity, security or operation of the Digital Token or its underlying technology. The risks associated with Digital Tokens and trading Digital Tokens apply notwithstanding CoinMarkets's decision to support a particular Digital Token.

If you do not understand the risks relating to Digital Tokens or trading in Digital Tokens, you should consult an independent legal and/or financial adviser. If after obtaining appropriate legal and/or financial advice from a qualified professional, you still do not understand such risks, then you should refrain from using the Services. CoinMarkets does not provide any investment, legal, regulatory or any other form of advice, and does not owe any fiduciary or other duties to you in connection with your use of the Services. You are required to rely solely on your own judgment (with or without the assistance of an independent adviser) in using the Services. CoinMarkets does not make any assurance or warranty about the suitability of any Digital Tokens for trading or ownership by you. By using any of the Services, you represent and warrant to CoinMarkets that you are solely responsible and liable for any Transaction that you enter into through the Platform and/or the Services.

## 14. Security

**14.1 Account and Password Security.** In order to access the Services, Users are required to provide an email address and create a password. We may offer second factor authentication through an a 2FA application that we may determine from time to time in our sole and absolute discretion. Users are solely responsible for keeping all personal electronic devices through which Services are accessed safe and maintaining adequate security and control of any and all security details that are used to access the Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of said electronic devices and ensuring that said electronic devices are password protected. Any loss or compromise of personal electronic devices or security details may result in unauthorized access of a User's Account by third-parties and the loss or theft of Digital Tokens and/or funds held in the Account and the misuse of any associated accounts, including linked credit or debit card(s).

You must keep your Account and security details safe at all times. For example, passwords need to be safeguarded and not shared or made visible to others. You should never allow remote access or share your computer screen with someone else when you are logged on to your Account. We will never, under any circumstances, ask you for your passwords, or 2FA / PIN codes or to screen share or otherwise seek to access your computer. You should never provide any such details to any third party.

Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, your failure to comply with any of the above requirements, or to act on any notices or alerts that we may send to you.

**14.2 Safety and Security of Your Computer and Devices.** We are not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms, malware or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attack. You should ensure the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that short message service (SMS), other text messaging services and email services are vulnerable to spoofing and phishing attacks and you should use care in reviewing messages purporting to originate from us.

You should always log into your Account through the Website or App to review any Transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms, malware or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attack.

**14.3 Email Security:** You shall keep the email account associated with your Account ("Email Account") secure against any attacks and unauthorized access. You are required to notify CoinMarkets immediately if you have knowledge or have reason for suspecting that the security of your Email Account has been compromised or if there has been any unauthorized use of your Email Account. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any access (whether authorized or not) to your Email Account by any person, any breach of security of your Email Account, or any transactions, instructions or operations effected by you or purported to be effected by you through your Email Account.

**14.4 Security Breach.** 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 and/or us (any such events, a "Security Breach"), you must:

- a. notify our support team as soon as possible by email at: [support@coin-mkt.com](mailto:support@coin-mkt.com).
- b. continue to provide accurate and up-to-date information to us throughout the duration of the Security Breach; and
- c. take any steps that we may require to mitigate, manage or report any Security Breach.

Failure to provide prompt notification to us of any Security Breach may be taken into account in our determination of the appropriate resolution of the matter.

## 15. Suspension, Termination and Cancellation

**15.1 CoinMarkets's Right to Suspend, Terminate, Cancel Etc.** You agree that CoinMarkets shall have the right in its sole and absolute discretion, without prior notice to you or any other Users, to (a) refuse to act upon any Instruction, (b) refuse to complete or block, reverse, cancel, modify and/or disregard any Order, Irrevocable Order and/or Transaction you have authorized or instructed, (c) immediately suspend, terminate or restrict your access to your Account(s) and/or freeze or lock the funds and/or Digital Tokens in all such Account(s),

(d) suspend, terminate or restrict your access to any of the Services, and/or (e) refuse to transmit information or Instructions to third parties, for any reason or for no reason whatsoever, including, without limitation, where:

- i. we are, in our sole opinion, required to do so by any Applicable Law;
- ii. we reasonably believe that we need to do so in order to protect our reputation;
- iii. you have not complied with, or we reasonably suspect you of acting in breach of, any terms, conditions or provisions in this Agreement (including, without limitation, any and all schedule(s) and addendum(s) to this Agreement and any and all other documents, materials or information incorporated by reference herein);
- iv. we detect any unusual activity in your Account(s);
- v. we detect any unauthorized access to your Account(s);
- vi. we have determined or suspect that any Transaction is erroneous, unauthorised, fraudulent or unlawful or we suspect your Account(s) and/or the Services are being used in a fraudulent, unlawful or unauthorised manner;
- vii. we have concerns about the security of your Account(s);
- viii. we have determined or suspect that there is any occurrence of money laundering, terrorist financing, fraud, or any other financial crime, or if your activities are in breach of any sanctions related laws, regulations, orders, rules or code of conduct (including FATCA Sanction List , etc);
- ix. we have determined or suspect that there is any occurrence or involvement of gambling, scams, high risk business, purchase of drugs or adult material, conduct of multi-level marketing, ransomware, transaction(s) in darknet market, transaction(s) in high-risk exchanges, and/or transactions with sanctioned countries, individuals or entities or politically exposed persons;
- x. we have determined or suspect that any funds or Digital Tokens held in your Account have been stolen or otherwise are not lawfully possessed by you;
- xi. use of your Account(s) are subject to any pending litigation, investigation, and/or government proceeding, and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account(s);
- xii. you take any action that may circumvent our controls such as opening multiple Accounts or abusing promotions which we may offer from time to time;
- xiii. we have determined or suspect that you have directly or indirectly registered any Account in another person's name;
- xiv. any information that you have provided to us is untruthful, inaccurate, outdated or incomplete;
- xv. the Agreement has been amended, and you are unwilling to accept any of the terms, conditions or provisions of the amended Agreement;
- xvi. you have requested that we terminate or suspend the provision of any Services to you; and/or
- xvii. any other circumstance has arisen where we consider it necessary to terminate or suspend any of its Services.

Should any of your Account be terminated, you agree to permit us to keep a record of all Trade Data and information, documents and materials relating directly or indirectly to your Transactions and such Account for so long as we are required or permitted to do so under Applicable Laws, including without limitation after the termination of your Account. We may, and you authorize us to, use and/or disclose all such Trade Data, information, documents and materials in our sole discretion to such parties and for such purposes as indicated in our Privacy Policy.

If we receive notice that any funds or Digital Tokens in your Account are alleged to have been stolen or otherwise are not lawfully possessed by you, we may, but shall have no obligation to, freeze such funds or Digital Tokens and/or suspend your Account. If we freeze some or all of your funds or Digital Tokens and/or suspend your Account, we may continue to do so until such time as the allegation, investigation or dispute has been resolved and evidence of the resolution acceptable to us has been provided to us in a form acceptable to us. We have no obligation to involve ourselves in any such allegation, investigation or dispute or the resolution of such allegation, investigation, or dispute.

You acknowledge and agree that our decision to take certain actions, including suspending, terminating or restricting your access to your

Account, may be based on confidential criteria that are essential for the purposes of our risk management and security protocols. You agree that we are under no obligation to disclose the details of our risk management and security protocols to you.

Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any of the Indemnified Persons' action or inaction in accordance with the terms of this Clause 15.1.

15.2 Your Termination. You may terminate your Account at any time by withdrawing all balances and submit a close account request to support@coin-mkt.com. You will not be charged for terminating your Account, although you will be required to pay any outstanding amounts owed to us (if any), and agree that you will continue to be responsible and liable for all debts and obligations related to your Account even after it is closed. You authorize us to cancel or suspend any outstanding and uncompleted Orders, Irrevocable Orders and/or Transactions following the submission of your request to terminate your Account.

## 16. Indemnification and Exclusion of Liability

16.1 Indemnification. You agree to indemnify and hold harmless (a) CoinMarkets, (b) CoinMarkets's shareholders, joint venture parties, subsidiaries, affiliates and related corporations and entities, and (c) the officers, directors, employees, representatives, agents, suppliers and service providers of all the persons and entities described in (a) and (b) ((a), (b) and (c) collectively, the "Indemnified Persons") from and against any and all claims, actions, proceedings, investigations, demands, actions, suits, costs, charges, expenses, damages (including attorneys' fees, fines or penalties imposed by any regulatory authority), losses and liabilities which the Indemnified Persons may incur, suffer or which may be made against them as a result of, in relation to, and/or arising out of (i) your use of, or conduct in connection with, the Services, (ii) your breach of representation, warranty, agreement or undertaking by you under this Agreement (including, without limitation, any and all schedule(s) and addendum(s) to this Agreement and any and all other documents, materials or information incorporated by reference herein) or our enforcement of this Agreement, (iii) your violation of any Applicable Laws, (iv) any act, omission, negligence, breach, offence or default committed or attributable to you, and/or (v) any sum or obligation expressed to be payable or liable to be performed under this Agreement (including, without limitation, any and all schedule(s) and addendum(s) to this Agreement and any and all other documents, materials or information incorporated by reference herein) not being paid or performed by you by the time, on the date and otherwise in the manner specified in this Agreement (including, without limitation, any and all schedule(s) and addendum(s) to this Agreement and any and all other documents, materials or information incorporated by reference herein).

If you are obligated to indemnify any of the Indemnified Persons pursuant to this clause, CoinMarkets will have the right, in its sole and absolute discretion, to control any action or proceeding and to determine whether CoinMarkets wishes to settle, and if so, on what terms.

16.2 Disclaimer of Damages and Limitation of Liability. To the maximum extent permitted by Applicable Laws, in no event shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any loss of business, profits or opportunities, or any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, profits or other business or financial benefit), whether arising out of or in connection with the Website, App, Platform, your Account, the Services, this Agreement (including, without limitation, any and all schedule(s) and addendum(s) to this Agreement and any and all other documents, materials or information incorporated by reference herein) and/or any agreement entered into pursuant to, or in connection with, the terms of this Agreement, or otherwise.

CoinMarkets's liability, and the liability of the Indemnified Persons, to you or any person or entity in any circumstance is limited to the actual amount of loss or damage which is caused directly and is reasonably foreseeable by CoinMarkets's breach of this Agreement. Such sum shall be paid as liquidated damages by CoinMarkets to you in full and final settlement and satisfaction of our entire liability and the Indemnified Persons' entire liability for any loss or damage which is caused directly and is reasonably foreseeable by our breach of this Agreement. You acknowledge and accept that damages are an adequate remedy and that you shall not be entitled to any other claims or remedies at law or in equity, including but not limited to, any claim in rem, injunction, and/or specific performance.

16.3 Disclaimer of Warranties. To the maximum extent permitted under applicable law, the Services and any materials, product, service or other item provided by or on behalf of CoinMarkets and/or its affiliates in connection with the Services ("CoinMarkets Materials") are provided on an "as is" and "as available" basis and CoinMarkets expressly disclaims, and you waive, any and all other warranties of any kind, whether express, statutory or implied, oral or in writing, including, without limitation, warranties of merchantability, adequacy, accessibility, fitness for a particular purpose, title or non-infringement of third party rights or warranties arising from course of performance, course of dealing or usage in trade. Without limiting the foregoing, CoinMarkets does not represent or warrant that the site, the Services and/or CoinMarkets Materials are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components. Except for the express statements set forth in this Agreement, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your use and/or access of the Services.

16.4 No Liability for Breach. We are not liable for any breach of this Agreement (including, without limitation, any and all schedule(s) and addendum(s) to this Agreement and any and all other documents, materials or information incorporated by reference herein) or any agreement entered into pursuant to, or in connection with, the terms of this Agreement where the breach is due to abnormal and

unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite reasonable effects to the contrary, nor are we liable where the breach is due to any action or inaction which is necessary or desirable in order to comply with any Applicable Laws.

#### 17. License

Subject to your continued compliance with the express terms and conditions of these Terms, CoinMarkets provides to you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to access and use the Services on your computer or other internet compatible device as CoinMarkets may prescribe from time to time for your personal, internal use only (save that enterprise users may access and use the Materials for internal business purposes). Unless otherwise expressly permitted in writing by CoinMarkets, you are not permitted to use the Services for any resale or commercial use including to place trades on behalf of another person or entity. All such use is expressly prohibited and shall constitute a material violation of these Terms. The content layout, formatting, and features of and access privileges for the Services shall be as specified by CoinMarkets in its sole discretion. All rights not expressly granted under these Terms are hereby reserved. Accordingly, you are hereby prohibited from using the Services in any manner that is not expressly and unambiguously authorized by these Terms.

These Terms provide only a limited license to access and use the Services. Accordingly, you hereby agree that CoinMarkets transfers no ownership or intellectual property right, interest or title in and to the Services or any CoinMarkets intellectual property to you or anyone else in connection with your use of the Services. All intellectual property rights, title and interests in and to the Services, including without limitation any text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Services are exclusively owned, controlled, and/or licensed by CoinMarkets or its members, parent(s), licensors, or affiliates.

All rights, title and interests in and to any Transaction data, and/or any feedback, suggestions, ideas, or other information or materials regarding CoinMarkets or the Services that you provide, whether by email, through the Services, your Account or otherwise (collectively, "Trade Data") shall be vested at all times solely in CoinMarkets. If to any extent any part of the Trade Data shall at any time accrue to you by operation of law or howsoever otherwise, and whether vested, future or contingent, you hereby irrevocably assign all rights, title and interests in and to such Trade Data to CoinMarkets immediately upon the vesting of such Trade Data in you, such that CoinMarkets shall become entitled to all rights, title and interests in and to such Trade Data. You shall not be entitled to, and hereby waive any claim for, acknowledgment or compensation based on any Trade Data or any modifications made to the Services based on any Trade Data.

Without prejudice to the foregoing or any other rights under these Terms or at law, you further acknowledge and agree that CoinMarkets may use and/or disclose anonymized data, which is not in personally identifiable form, for data analytics and business improvement purposes.

#### 18. Site availability and accuracy

**18.1 Downtime and Maintenance.** The Platform, Website, App and/or any of the Services may be periodically unavailable during scheduled maintenance or unscheduled downtime. None of the Indemnified Persons make any (and hereby disclaims any) representations or warranties regarding the Platform, Website, App and/or any of the Services including that a User will have continuous, uninterrupted or secure access to the Platform, Website, App and/or any of the Services.

Following any such scheduled maintenance or unscheduled downtime, when services resume, market conditions and prices may differ significantly from the market conditions and prices prior to such maintenance or downtime.

Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any such scheduled maintenance or unscheduled downtime.

**18.2 Third Party Access.** Our Services may from time to time contain links to third-party web sites or services that are not owned or controlled by CoinMarkets ("Third Party Sites") and/or display, publish or make available content that is provided by third parties ("Third Party Content"), including for example our business partners. You acknowledge and agree that CoinMarkets has no control over, does not endorse and assumes no responsibility for any Third Party Content and/or Third Party Site, including the content, privacy policies, or practices of such Third Party Sites. Your access and/or use of, or reliance on, any Third Party Content and/or Third Party Site is entirely at your own risk, and we make no representations or warranties in connection with such Third Party Content and/or Third Party Sites. To the maximum extent permitted under applicable law, (i) you acknowledge and agree that under no circumstances shall any of the Indemnified Persons be responsible or liable, directly or indirectly, for any damage or loss in connection with your access and/or use of, or reliance on, any Third Party Content and/or Third Party Site; and (ii) you expressly waive any and all claims against all Indemnified Persons

arising from your access and/or use of, or reliance on, any Third Party Content and/or Third Party Site.

You acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party to whom you grant access to your Account and any act or omission of such third party shall be considered to be an action authorised by you. Further, you acknowledge and agree that you will not hold CoinMarkets or any of the Indemnified Persons responsible for, and will indemnify CoinMarkets and the Indemnified Persons from, any liability arising out of or related to any act or omission any third party to whom you grant access to your Account or in connection with use of or reliance on any such content, goods or services available on or through any Services.

You acknowledge that Third Party Sites usually have their own terms and conditions, including privacy policies, over which we have no control and which will govern your rights and obligations with respect to the access and/or use of those web sites and any resources contained therein. We strongly advise you to read all such terms and conditions, including privacy policies, of any Third Party Sites that you visit.

## 19. Data protection

It is a continuing condition of your access and/or use of the Services that you agree and consent to the terms of our privacy policy as amended from time to time, available at [www.coin-mkt.com](http://www.coin-mkt.com) ("Privacy Policy"), the terms of which are also incorporated into these Terms by reference and apply to your access and/or use of the Services.

You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided (or in the future provide) to us in relation to your employees, associates, or other individuals (if you are not an individual), in connection with these Terms and/or the Services. We will process this personal data in accordance with the Privacy Policy.

You represent, warrant and undertake to us that:

a.if in connection with your access and/or use of the Services, you provide us with the personal data of any third parties, such third parties have consented to the terms of the Privacy Policy, and to the collection, use, disclosure and/or processing of their personal data in accordance with the aforesaid;

b.your disclosure to us of any personal data is in accordance with all applicable data protection and data privacy laws, and is complete, accurate, up to date and relevant when disclosed;

c.before providing any such personal data to us, you acknowledge that you have read and understood our Privacy Policy, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided the individual with a copy of, or directed the individual towards a webpage containing that Privacy Policy (as amended from time to time); and

d.if from time to time we provide you with a replacement version of the Privacy Policy, you will promptly read that notice and provide updated copies of the Privacy Policy to, or re-direct towards a webpage containing the updated Privacy Policy, any individual whose personal data you have provided to us.

## 20. General

20.1 No Other Relationship or Advice. CoinMarkets is not your broker, intermediary, agent, trustee or advisor and has no fiduciary relationship or obligation to you in connection with any Orders, Irrevocable Orders, Transactions or other decisions or activities carried out by you in connection with the Services. No communication or information provided to you by CoinMarkets is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. All trades are executed based on the parameters of your Order and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal, financial or tax professional regarding your specific situation. CoinMarkets does not recommend that any Digital Tokens should be bought, sold, or held by you. Before making any decision to buy, sell or hold any Digital Tokens, you should conduct your own due diligence and consult your financial advisors before making any investment decision. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any decisions you make to buy, sell, or hold Digital Tokens based on the information provided by CoinMarkets.

20.2 Compliance with Applicable Laws: You agree to provide us with any and all information, documents and/or materials that we may

require from you, and to perform any and all such acts or things, including your forbearance to do any and all such acts or things, in each case as may be required or expedient for the purposes of complying, or facilitating our compliance with Applicable Laws, or to avoid violation of any Applicable Laws. Examples of Applicable Laws that we are subject to which may give rise to such obligations on your part include but is not limited to:

a. anti-money laundering / countering the financing of terrorism and sanctions laws and regulations;

b. any and all regulatory obligations imposed on us by any regulatory authority, including but not limited to any and all obligations pertaining to the submission of regulatory returns, periodic reports or record keeping requirements; and

c. any request for information, documents and/or materials from any regulatory authority.

**20.3 Export Controls & Sanctions.** Your use of the Services, Platform, Website and/or App may be subject to international export controls and economic sanctions requirements. By utilising any Services, you agree that you will fully comply with any and all such requirements. You are not permitted to transact in Digital Tokens or use any of the Services if (a) we are prohibited from providing Services to you under any Applicable Laws, including but not limited to the FATCA Sanctions Laws; or (b) you intend to transact or deal with any person in breach of any Applicable Laws or FATCA Sanctions Laws.

**20.4 Relationship of the Parties.** You acknowledge and agree that: (a) CoinMarkets is not holding any fiat monies, Stablecoins and/or Digital Tokens as your trustee, and is not acting as your broker, intermediary, agent, trustee, advisor or in any fiduciary capacity, and (b) no communication or information provided to you by us shall be considered or construed as any form of advice.

**20.5 Privacy of Others.** If you receive information about another User through the Platform, Website or App or from utilising any Services, you must inform us immediately and delete such information and keep such information confidential. You must not disclose or distribute any of such other User's information to a third party or use the information in any manner unless we expressly consent otherwise in writing to you (which consent may be subject to such terms and conditions as we may specify in our sole and absolute discretion).

**20.6 Contact Information.** You are responsible for keeping all your correspondence information (including but not limited to email address, residential address and phone number) up to date in your Account profile in order to receive any notices or alerts that we may send you (including notices or alerts of actual or suspected Security Breach) from time to time.

**20.7 Taxes.** It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. CoinMarkets is not responsible for determining whether any Taxes apply to your Transaction, or for collecting, reporting or remitting any taxes arising from any Transaction. It is your responsibility to check with your local tax advisor to determine which taxes apply to you (if any), and it is your responsibility to pay such Taxes to the appropriate tax authority. All fees relating to the Services are to be made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country or taxation authority are your sole responsibility. If any such deduction or withholding is required to be made, you agree to increase the sum payable to CoinMarkets to the extent necessary to ensure that CoinMarkets receives the amount equal to the sum which would have been due to CoinMarkets had no such deduction or withholding been required. If CoinMarkets is required to make any tax payments or duties on your behalf, we reserve the right to deduct such payments (including any other administrative charges incurred in respect of such payments) from your Account(s).

**20.8 Unclaimed Property.** If we hold your fiat monies or Digital Tokens, and we are unable to contact you and have no record of your use of the Services for some time, Applicable Laws may require us to report our holdings of such fiat monies or Digital Tokens as unclaimed property to the authorities in certain jurisdictions. We will try to locate you at the address shown in our records, but if we are unable to, we may be required to deliver any such fiat monies or Digital Tokens to the authorities in certain jurisdictions as unclaimed property. We reserve the right to deduct a dormancy fee or other administrative charges in respect of such unclaimed monies or Digital Tokens from your Account(s), as permitted by Applicable Laws.

**20.9 Entire Agreement.** This Agreement (including any and all schedule(s) and addendum(s) to this Agreement and any and all other documents, materials or information incorporated by reference herein) sets forth the entire understanding between you and CoinMarkets with respect to the Services.

**20.10 Clause Headings.** Clause headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.

**20.11 Transfer.** This Agreement (including, without limitation, any and all schedule(s) and addendum(s) to this Agreement and any and all other documents, materials or information incorporated by reference herein) is personal to you and you are not permitted to novate,



transfer or assign your rights, interests, liabilities and/or obligations to anyone else without our prior written consent. However, you hereby acknowledge and agree that we shall have sole and absolute discretion to novate, transfer or assign this Agreement (including, without limitation, any and all schedule(s) and addendum(s) to this Agreement and any and all other documents, materials or information incorporated by reference herein) or any of our rights, interests, liabilities and/or obligations at any time to anyone else, including, without limitation, in connection with any merger, acquisition or other corporate reorganisation involving CoinMarkets.

20.12 Security Interests. You undertake not to create any security over your fiat monies or Digital Tokens held in any of your Account(s) without our prior written consent.

20.13 Invalidation. If any provision of this Agreement (including, without limitation, any and all schedule(s) and addendum(s) to this Agreement and any and all other documents, materials or information incorporated by reference herein) is or becomes illegal, invalid or unenforceable in any respect, the same shall not affect the legality, validity or enforceability of any other provisions in this Agreement (including, without limitation, any and all schedule(s) and addendum(s) to this Agreement and any and all other documents, materials or information incorporated by reference herein).

20.14 Enforcement of Our Rights. CoinMarkets's rights and remedies under this Agreement (including, without limitation, any and all schedule(s) and addendum(s) to this Agreement and any and all other documents, materials or information incorporated by reference herein) are cumulative and not exclusive of any rights or remedies provided by law or by any other agreement. Any failure or delay on the part of CoinMarkets to exercise any right or remedy under this Agreement (including, without limitation, any and all schedule(s) and addendum(s) to this Agreement and any and all other documents, materials or information incorporated by reference herein) shall not operate as a waiver of such right or remedy. Any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.

20.15 Language. These terms and conditions may, at CoinMarkets's sole and absolute discretion, be translated into a language other than the English language. You agree that any such translation shall only be for your convenience and the English text shall prevail in the event of any ambiguity, discrepancy or omission as between the English text and any translated text.

20.16 Third-party rights. Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no rights under law of Republic of Lithuania) (as may be amended, supplemented or replaced from time to time) to enforce or enjoy the benefit of any term in this Agreement.

20.17 Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, the clauses relating to Interpretation & Definitions (Clause 1), Your Feedback, Queries and Complaints, and Dispute Resolution (Clause 12), Suspension, Termination and Cancellation (Clause 15), Indemnification and Exclusion of Liability (Clause 16), License (Clause 17), Data Protection (Clause 19), General (Clause 20), will continue to be binding and operate after the termination or expiration of this Agreement.

20.18 Governing Law. This Agreement (including, without limitation, any and all schedule(s) and addendum(s) to this Agreement and any and all other documents, materials or information incorporated by reference herein) shall be governed, and construed in accordance with, the laws of Republic of Lithuania.

20.19 Transactions involving securities and futures will not be processed by Checkout.com

Credit Refund Requirements:

To the extent possible, CoinMarkets will only process a Credit transaction to the same payment credential as used in the original Transaction.

If unable to process the credit transaction to the same payment credential, CoinMarkets may either:

- Process the credit transaction to a secondary payment credential, if available, and if a transaction receipt exists, and either:
  - \* The original payment credential is unavailable (account is closed, transferred, reported lost/stolen)
  - \* An authorization Request for the credit transaction to the original payment credential receives a decline response
- Refund the transaction amount through alternate means ( bank transfer), if any of the following conditions apply:
  - \* The cardholder does not have a transaction receipt or other proof of transaction
  - \* The cardholder claims that the prepaid card used for the original transaction has been discarded
  - \* The authorization request for a credit transaction to the original or secondary payment credential receives a decline response

CoinMarkets will not provide a refund to a third party, even though alternative payment credentials. Client needs to provide proof document to certify the alternative credential is under the same name and address as the account holder.

CoinMarkets will not be responsible for any losses for accounts whose card credentials are breached. It is the client's responsibility to protect the credit card's security details,

If any incorrect transaction is made as a result of factors that are irresistible due to third parties, CoinMarkets will review each transaction case by case and reserve the right to suspend trading until the investigation is completed. CoinMarkets also reverse the right to charge the client for any third party charges in order to complete the investigation. CoinMarkets cannot guarantee that we will be able to trace such transactions.

#### Prohibition of Minimum or Maximum Transaction Amounts

CoinMarkets do not establish a minimum or maximum transaction amount.

#### CoinMarkets Refund Policy

##### Brief introduction

UAB "Markets Investments" (Company Registration No.: 306334586) regulated by FCIS and incorporated in Vilnius, Zalgirio g. 88-101 Lithuania referred to as "we" or "CoinMarkets") to develop this refund policy to prevent users with us ("you" or "user") from informing them that CoinMarkets does not normally offer any refund due to the nature of the cryptocurrency wallet service. At the same time, CoinMarkets warrants to each user that it is entitled to a refund if any paid service is not available due to technical reasons or errors. In this case, CoinMarkets will handle each refund with reasonable care.

The following refund policy applies only to legal currency relations with CoinMarkets, and if a legal currency relationship with CoinMarkets occurs, but with a third party, please contact a third party for refund processing.

Refund will be only return to original source, can not be returned to third party.

##### General conditions

Due to the irreversibility of cryptocurrency transactions and services, no refund is possible after the purchase transaction has been successfully processed and the cryptocurrency transaction has been included in the blockchain.

Under this refund policy, after the delivery of the purchased asset, the user will not be entitled to any credit protection or refund, and all purchases will be final and genuine. Refunds are only allowed if funds are not credited to the user's encrypted wallet after the purchase transaction is completed due to technical reasons or errors. In such cases, if the refund request is deemed reasonable and approved by CoinMarkets, the funds will be returned to the user via the same payment method and returned to the bank account of the original same digital wallet, credit/debit card or source of funds.

In order to request a refund if a technical error is found, the user must complete the appropriate refund request and send it to the following CoinMarkets support email address: [support@coin-mkt.com](mailto:support@coin-mkt.com). The request must contain the following details:

Transaction date and transaction detail screenshot;

Register your phone / register your email;

the amount requested for a refund;

Description of the reason for the request/Details of identified technical errors.

CoinMarkets reserves the right to reject such refund request without further processing if the user does not provide the necessary details in the request, including refund instructions and reasons, or if the user has used all or part of the purchased cryptocurrency assets

To prevent prohibited and illegal conduct, all refund-related payments and information may be additionally verified by CoinMarkets. In such cases, CoinMarkets may require the user to provide certain documents, including, but not limited to, identification documents, copies of user invoices, or any other factual evidence of disputed payments. CoinMarkets reserves the right to refuse a refund request if the user fails to provide the appropriate documents or information within three business days of the CoinMarkets's request, or if it has any

doubts about the authenticity of the documents provided.

Please note that submitting a refund request does not guarantee that the user's request will be approved, and whether or not to approve is determined by the facts.

#### Processing time

CoinMarkets shall notify the user of the final decision on the refund within five working days of receipt of all requested documents or information, or within ten working days of receipt and review of the refund request.

Refunds will not be processed without undue delay and CoinMarkets will process them within five days of approval of the refund. Refund transactions can take up to ten business days, excluding the time required to transfer money from your bank or payment service provider to your account.

#### Refusal notice

CoinMarkets would like users to contact us via email address before making any refund request to the issuing bank or credit card company: support@coin-mkt.com to resolve any issues related to their payment. (Does not affect any rights and/or claims that the user may have with banks, credit card companies, or any financial institution or payment provider).

Any attempt to request a refund without contacting CoinMarkets may be considered a violation of the Terms and the user may be liable in the District Court of applicable law. CoinMarkets will investigate any requests for refunds made by users.

However, if we receive a refusal to pay for any transaction, we reserve the right to withhold the denied amount from the user's current balance during any investigation period and during the dispute period of the payment system.

#### Refunds in the event of a breach of the terms.

If your CoinMarkets account is suspended or restricted from withdrawing transactions due to your breach of CoinMarkets terms to comply with CoinMarkets anti-money laundering, KYC policies, compliance procedures, and applicable anti-money laundering laws and requirements, unused funds in your CoinMarkets account balance may be strictly returned to the same wallet address originally deposited/transferred.

In the event of a violation of the CoinMarkets terms, any refund will be refused in accordance with the CoinMarkets terms.

#### miscellaneous

Due to the rapid fluctuations in the exchange rate of cryptocurrencies, the difference between the exchange rate of the cryptocurrency at the time of purchase and the time of the refund is paid by the user.

Any charges incurred in processing the refund shall be at the user's own expense. Such fees will be deducted from the final refund amount. The User shall also be liable for any tax applicable to such refunds in accordance with any applicable law or regulation.

#### Limitations and changes

This refund policy relates only to funds deposited by the user and does not involve any refund of sending or redeeming transactions processed as CoinMarkets services. Refunds in excess of the original transaction amount are prohibited for any payment method.

CoinMarkets reserves the right to unilaterally reject any refund request from a user if there are reasonable grounds to suspect that the user's source of funds or the user's activities violate CoinMarkets's anti-money laundering, KYC policy.

In the event of any change in legislation, this refund policy will be amended from time to time and CoinMarkets will make appropriate announcements prior to any changes.

If the refund policy is modified and you do not want to accept the revised policy, you should stop using the CoinMarkets service. If you

continue to use the CoinMarkets Services after the effective date of the change, you will be deemed to be subject to the CoinMarkets Terms and you will be subject to the new refund policy.

#### Contact Us

If you have any questions about this Policy, the practices of this site, or your dealings with this site, please contact us at:

[www.coin-mkt.com](http://www.coin-mkt.com)

subsidiary company of UAB "Markets Investments"  
Vilnius, Zalgirio g. 88-101 Lithuania

[support@coin-mkt.com](mailto:support@coin-mkt.com)