OANDA COINPASS LIMITED

Terms and Conditions

These Terms and Conditions are effective from 1st September 2026.

For the terms immediately prior to this date please contact our Support Team (support@coinpass.com

This document is important. It sets out the terms and conditions on which we will conduct business with you, including limits on our liability to you in paragraph 27. Please read this document carefully. You should contact us if anything is unclear.

RISK WARNING

Trading crypto assets involves significant risk and can result in substantial losses of your invested capital. You should not invest more than you can afford to lose, and you should ensure that you fully understand the risks involved.

You should therefore carefully consider whether trading or holding Cryptocurrencies is suitable considering your individual financial situation and attitude to risk.

Investments in Cryptocurrencies are not covered by the Financial Ombudsman Service or subject to protection under the Financial Services Compensation Scheme. OANDA Coinpass Limited does not make any representations or recommendations regarding the appropriateness or otherwise of trading in Cryptocurrencies or any particular transaction.

Don't invest unless you're prepared to lose all the money you invest. This is a high-risk investment and you are unlikely to be protected if something goes wrong. Take 2 mins to learn more.

1. INTRODUCTION

1.1 This agreement sets out the legally binding terms and conditions between you and us, OANDA Coinpass Limited, which apply when you use our services. This agreement replaces any previous terms of business between you and us.

1.2 OANDA Coinpass Limited provides its Users with a simple and convenient way to trade cryptoassets, and to trade one type of digital asset for another type of digital asset. Users may also use our services to purchase and sell cryptoassets directly from and to OANDA Coinpass Limited.

1.3 By registering to use our Trading Platform or Software, you agree to the terms and conditions in this Agreement. Further, by using our Trading Platform or Software you acknowledge, accept and agree to the terms and conditions set forth in this Agreement, which may be updated from time to time. You should read this Agreement carefully before using our services. A copy of the Agreement, and other relevant documents relating to our services, including our Risk Warning Disclosure, are available on our website.

1.4 OANDA Coinpass Limited is registered crypto asset firm with the Financial Conduct Authority (FCA) (with firm reference number 921481) under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) in respect of its activities in crypto assets. You can verify our regulatory standing by contacting the FCA in the following ways:

Website	www.fca.org.uk
Telephone	**0800 111 6768 or +44 207 066 1000 from outside the United Kingdom**
Post	12 Endeavour Square, London, E20 1JN

When we refer to **"you"** and **"your"** in this Agreement, we mean a registered User of our Trading Platform, as well as any Authorised Person authorised to operate your Account.

1.5 Certain words or phrases that are capitalised in this Agreement have a specific meaning. Annex 1 explains the meaning of these words or phrases. You should refer to these meanings as you read this Agreement.

2. WHO WE ARE AND HOW YOU CAN CONTACT US

2.1 OANDA Coinpass Limited is a private limited company registered in England and Wales (company registration number 1164834). Our registered office is at Dashwood House, 69 Old Broad Street, London, EC2M 1QS. We refer to OANDA Coinpass Limited in this agreement as "**COINPASS**", "**We**", "**Our**" and "**Us**".

2.2 You can contact us in the following ways:

Email	Support@coinpass.com
Post	OANDA Coinpass Limited, Dashwood House, 69 Old Broad Street, London, EC2M 1QS

3. COMMUNICATING WITH YOU

3.1 We may communicate with you by telephone, letter, email, text message or by posting a message on the Trading Platform or website. We will use the contact details you gave us when you opened your Account or such other contact details as you may subsequently notify to us.

3.2 We will send all notices and statements relating to your Account to you by email and/or by posting them on your Client Portal, unless you request otherwise and we agree to such request.

3.3 You agree that all Transactions will be entered into electronically and that such Transactions will be binding on you in accordance with this Agreement.

3.4 The Agreement and any other documents we provide to you, and all information, statements and notifications will be in English and we will communicate with you in English.

4. THE SERVICES WE PROVIDE ("THE COINPASS SERVICES")

4.1 We will provide you with a simple and convenient way to trade cryptoassets, and to trade one type of digital asset for another type of digital asset. You may also use our services to purchase and sell cryptoassets directly from and to COINPASS.

4.2 The following COINPASS Services will be provided to you by COINPASS:

- Access to and use of our Trading Platform in accordance with this Agreement
- Use of one or more COINPASS Account E-Wallets enabling the User to store, track, and manage balances of certain supported cryptoassets and Legal Tender that may be used in connection with a purchase or sale of cryptoassets on our Trading Platform
- Digital Asset Exchange Services
- A Digital Asset conversion service enabling the User to purchase and sell cryptoassets and
- Certain FIAT transactions, enabling the User to send and receive User Funds.

4.3 You agree to comply with the provisions set out in Schedule 1 around Restricted Uses and shall not attempt to carry out any such Restricted Uses (as may be updated from time to time in writing).

4.4 Your further agree to comply with the Trading Rules & Conditions set out in Schedule 2 (as may be updated from time to time in writing).

4.5 COINPASS may at its sole discretion refuse to complete, suspend, cancel, or reverse a transaction you have made or has instructed COINPASS to make, or terminate or temporarily suspend access to any or all of the COINPASS Services, for any reason, including but not limited to where:

- Your COINPASS Account has been or is subject to pending litigation, investigation, government proceedings, or the risk of legal or regulatory non-compliance associated with your account activity
- We are required to do so by applicable law to which COINPASS is subject in any jurisdiction
- We reasonably suspect you of acting in breach of this Agreement
- We reasonably suspect you have engaged in a COINPASS Restricted Use (see Schedule 1)
- We have concerns that a transaction is erroneous
- We have concerns about the security of your Account
- We suspect your Account is being used in a fraudulent or unauthorised manner
- We suspect your Account or the COINPASS Services are being used in relation to money laundering, terrorist financing, fraud, or any other form of financial crime
- We suspect that a transfer is being made to a counterparty exchange, investment platform, individual or firm that has been subject to an adverse regulatory investor warning, such as the list of unauthorised firms published by the Financial Conduct Authority or I-SCAN portal maintained by the International Organisation of Securities Commissions (IOSCO). We will not hold ourselves liable for any third-party costs resulting from its refusal to complete, suspend, cancel, or reversal of such a transaction
- We suspect that a transfer is linked directly or indirectly to a person or entity listed as a Designated Person under the UK's or any other global sanctions regime
- We suspect that the payment method linked to your Account E-Wallet is blocked or declined or
- We suspect you of abusing any COINPASS Services.

4.6 We may refuse to complete a transaction that is authorised by you, where there are insufficient funds in your Account E-Wallet or insufficient cryptoassets in your Account E-Wallet to cover the transaction, including associated fees at the time that we receive transactional instructions from you.

4.7 If we, at our sole discretion, suspect that your Account has been involved in any fraud or crime or violation of laws or regulations, or has been accessed unlawfully, or is otherwise involved in any suspicious activity (whether victim or perpetrator or otherwise) or if we are instructed by a court or regulatory authority of a competent jurisdiction, we may suspend or freeze the Account or any privileges of the Account, may freeze or liquidate funds or cryptoassets.

4.8 COINPASS is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity when providing services.

4.9 You will enter into all Transactions with us on an **execution only basis**. An "**execution only basis**" means you will be solely responsible for all investment decisions and actions on your Account. You must therefore rely on your own judgment in respect of all dealings relating to your Account. This includes, but is not limited to, opening, closing, or not opening or closing, a Transaction.

4.10 It is your responsibility to ensure that you are aware of all the rules governing a particular Transaction before proceeding. In this regard, you should ensure that you familiarise yourself with the information on our website, and the information that is disclosed about the cryptoassets you wish to trade on our Trading Platform immediately prior to providing your trading instructions.

4.11 In the event of a conflict between the terms of this Agreement and any other document, the terms in this Agreement shall prevail.

5. WE DO NOT PROVIDE ADVICE AND ARE NOT AN INVESTMENT EXCHANGE

5.1 We will not make personal recommendations to you or give you any advice or recommendations including, for the avoidance of doubt, any tax related advice. Therefore, any explanation we may provide as to the terms of a Transaction or its performance characteristics will not amount to advice.

5.2 It is your responsibility to evaluate each Transaction and ensure that it meets your requirements and investment preferences.

5.3 Our Trading Platform is not an Exchange or a market. This means you can only enter into Transactions with us on the Trading Platform and all Transactions opened on our Trading Platform must be closed on our Trading Platform and cannot be closed with any other entity. Accordingly, we are responsible for the prices quoted on the Trading Platform, which we set in accordance with these terms and conditions.

6. WHAT ARE THE KEY RISKS OF USING OUR SERVICES?

6.1 The Financial Conduct Authority (FCA) considers that cryptoassets are high-risk, speculative investment and might not be appropriate for everyone. See this FCA mandatory risk warning for more details **Take 2 mins to learn more.**

6.2 You should not invest unless you're prepared to lose all the money you invest. The value of your investments may go up or down.

6.3 Cryptoassets can experience severe, unexpected price drops, and there is no guarantee you can convert them back to cash.

6.4 Cryptoassets are not covered by the Financial Services Compensation Scheme (FSCS). If your assets are stolen or the exchange fails, you are unlikely to get your money back.

6.5 Cryptoasset platforms face unique vulnerabilities, including smart contract bugs, private key compromise, and cyberattacks.

6.6 Past performance is not a guide to future performance.

6.7 You should ensure you fully understand the risks involved before using our services and take appropriate investment, financial, legal, tax and other necessary professional, independent advice.

6.8 More information on the risks associated with trading cryptoassets is set out in our Investor Risk Disclosures document. You should read this document and fully understand the risks before entering into this Agreement.

7. CONFLICTS OF INTEREST

7.1 We are required to act to produce good outcomes for our clients and provide the requisite level of consumer protection outlined in the FCA's Consumer Duty regime. In acting in your best interests when providing our services there may be instances where your interests conflict with ours or those of another client of ours. For example, we or people connected to us (such as our group companies):

a) may enter into Transactions with you in which we or people connected to us have a material interest

b) may enter into arrangements with third parties to or from whom we make or receive payments based on your trading activity.

7.2 Further, by you trading through us, we are reliant on third parties for setting the underlying prices. This could give rise to conflicts which we manage through our internal controls.

7.3 We are not under any obligation to account to you for any profit, commission or remuneration we receive from such activities, other than as and if required by Applicable Law.

8. OPENING AN ACCOUNT, REGULATORY STATUS AND REQUIREMENTS

8.1 You must apply to register a COINPASS Account to use the COINPASS Services and in order to be eligible for a COINPASS Account, you represent and warrant that you:

- You have not previously been suspended or removed from using the COINPASS Services
- Have full power and authority to enter into this Agreement and in doing so will not violate any other agreement to which you are a party
- Are not located in, or under the control of, or are a national of, or a resident of one of our Restricted Jurisdictions (as amended from time to time)
- You will not transact with a counterparty exchange, investment platform, individual or firm that has been subject to any form of regulatory investor warning, such as the list of unauthorised firms published by the Financial Conduct Authority or has been subject to any form of regulatory enforcement action
- You will not use the COINPASS Services if any applicable law prohibits you from doing so in accordance with the terms of this Agreement
- You will not engage in illegal activities, lie, or do anything that would cause damage to COINPASS, any COINPASS Services, or systems.

8.2 When creating a COINPASS Account you agree to:

- Provide all required account opening information and customer due diligence

- Create a username
- Create a strong password and maintain the security of your Account by protecting the password and restricting unauthorised access
- Promptly notify COINPASS if you discover or suspect any security breaches relating to your Account or log in credentials
- Accept full responsibility for all activity undertaken by or in relation to your Account
- If you are registering to use the COINPASS Services on behalf of a legal entity, you represent and warrant that the legal entity is in good standing and fully compliant with all applicable laws of the entity's jurisdiction and that you are duly authorised by the legal entity to act on its behalf

8.3 We may at our sole discretion refuse to open any COINPASS Account.

8.4 You must fully complete our Customer Due Diligence process and all associated onboarding requirements, before you are permitted to use any of the COINPASS Services.

8.5 Your request to register an account shall be deemed as authorisation for COINPASS to use any personal date or any other information provided to complete our Customer Due Diligence process. Under the UK GDPR, we are legally entitled to process personal data if it is necessary to comply with a common law or our statutory obligations under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) and any other relevant regulation or law.

8.6 We may request additional information or documentation to verify any information you provide to us as part of our Customer Duie Diligence process or as required under applicable law.

8.7 You must without undue delay provide any information or documentation requested by COINPASS for the purposes of identity verification and the detection and prevention of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. This information will be securely retained by COINPASS for a period of five years after your relationship with us ceases.

8.8 You warrant and confirm that all information provided to COINPASS is true and accurate and that you have not withheld any information that is relevant to our Customer Due Diligence process and our provision of COINPASS Services to you.

8.9 You must ensure that any information provided to COINPASSS remains true and complete and you must promptly update us when this materially changes. If we believe that any information provided to us is incorrect, false, outdated, or incomplete, we reserve the right to suspend or terminate your account or access to COINPASS Services.

8.10 You grant COINPASS permission to make inquiries, directly or through third parties, to verify your identity or to protect you from potential or actual fraud or any other form of financial crime, and to take whatever action we reasonably deem necessary, based on the results of such inquiries. When we make these inquiries, you acknowledge and agree that personal information may be disclosed to credit reference and fraud prevention or financial crime agencies, for the limited purpose of preventing money laundering, terrorist financing or compatible legal purpose.

9. COINPASS SUB-ACCOUNT

9.1 You may request COINPASS to open additional COINPASS Sub-account(s) in your name.

9.2 COINPASS has the sole discretion as to the opening, operation and closure of any Sub-account or e-wallet(s) that forms part of the Sub-account.

9.3 Each Authorised Person associated with your Sub-account is subject to the same Customer Due Diligence requirements as the Primary User.

9.4 Only one Authorised Person may be associated with any Sub-account.

9.5 By opening a Sub-account, we will grant the Authorised Person with their own dedicated log in credentials. COINPASS Sub-accounts allow Authorised Persons to instruct COINPASS to buy, sell or exchange cryptoassets in the Primary User's name.

9.6 Upon the Primary User's request, the use of a Sub-account may be restricted to read only, which will allow Authorised Persons to only be able to view all balances and transactions conducted on the Primary Account and any associated Sub-accounts.

9.7 The Primary User is allowed to deposit, withdraw or transfer funds on/from or between Sub-accounts. The Primary User remains fully responsible for any actions undertaken by Authorised Persons linked to any associated Sub-accounts.

10. LOADING FUNDS

10.1 You may load funds into your Account or Sub-account using one of the payment methods available. Funds loaded into your account or Sub-account will be reflected and stored in your Account E-Wallet.

10.2 You may withdraw all or part of the funds held in your Account E-Wallet at any time. On termination of this Agreement, COINPASS shall transfer any funds remaining in your Account E-Wallet to the verified bank account connected with your COINPASS Account. We will not make transfers to unverified or third-party bank accounts.

10.3 Your Account E-Wallet and COINPASS Account are not deemed to be deposit or investment accounts protected by the Financial Services Compensation Scheme.

10.4 You agree that COINPASS may hold your funds in a designated account with a regulated financial institution. No User Funds held by COINPASS in a designated account shall accumulate any interest.

10.5 We may conduct Enhanced Due Diligence checks prior to actioning a withdrawal request for the purposes of preventing fraud, money laundering, terrorist financing and any other financial crime. This may delay or prevent withdrawal of funds request.

10.6 If you attempt to load funds into your Account E-Wallet is unsuccessful, you authorise COINPASS to cancel any related cryptoassets transactions or to debit any of your other payment methods in an amount necessary to complete the E-Currency Transaction(s). You are solely responsible for maintaining an adequate balance and/or sufficient credit limits to avoid becoming overdrawn, or to satisfy similar fees charged by your bank account or payment provider. We will not be liable for any fees charged by your bank account or payment services provider.

11. SUBSTANTIAL TRANSACTIONS

11.1 It is necessary for Enhanced Due Diligence checks to be conducted when the following fiat or cryptocurrency thresholds are met:

- Single withdrawal value of £5,000 or more
- Single deposit value of £10,000 or more

- Combined Year to Date deposit/withdrawal value of £50,000 or more
- Cumulative withdrawals of £5,000 or more and deposits of £10,000 or more within a 14-day period

11.2 COINPASS retains the right to request Enhanced Due Diligence for deposits / withdrawals sizes below the above thresholds if deemed necessary.

12. SOURCE OF FUNDS / SOURCE OF WEALTH VERIFICATION

12.1 We reserve the right to request, at its sole discretion, any one or more of the following documents to verify a User's source of funds and/or source of wealth and may further require that any such document be certified or re-certified in a form acceptable to COINPASS:

Salary

- Pay slip dated within the last 3 months or
- Tax return statement or tax declaration or
- Letter of employment confirming salary or
- Work contract, dated and signed by employer and employee, stating the duration of employment and the salary and
- Bank statement confirming the receipt of income and showing employer's name as a reference
- Note: Primary source of income (pay slips and bank statements etc.) must clearly show receipt of funds and current balance

Pension

- Pension slips (no older than 12 months) and
- Bank statement confirming the receipt of income and showing employer's name as a reference

Self-employment / Freelancer

- Tax return or tax declaration or
- Invoices from last month but not older than 12 months (an invoice must include: customer's name, address, VAT number - unless your business activity is VAT exempt)
- Contract for services as a Freelancer, dated and signed by both parties, stating the duration of the agreement, payment terms and/or additional benefits and
- Corresponding bank statement

Sale of property

- Signed letter from Solicitor or
- Copy of contract of sale or Tax declaration or
- Real estate title deed, showing the transfer from previous owner to new owner, amount, and date or

- Signed letter from estate agent or lawyer confirming the sale and
- Bank statement clearly showing receipt of funds and current balance of the account

Sales of shares / investments

- Statement from Investment Manager/provider; or
- Investment certificate/portfolio confirming the client sold the shares/withdrew the money; or
- Tax declaration; and
- Bank statement clearly showing the receipt of funds and current balance on the account

Inheritance

- Grant of probate (with a copy of the will) which includes the value of the estate or
- Copy of a testament (or a letter from the executor of the will or lawyer) and
- Bank statement showing the receipt of the funds and the current balance of the account

Loan/mortgage

- Loan/mortgage agreement and
- Bank statement showing receipt of funds and current balance

Cryptocurrency investments

- Transaction report or screenshots reflecting purchase and withdrawal confirmation displaying your account ID and transaction details and
- Information regarding the origin of funds used for the initial investment and
- Deposits/withdrawals/trades confirmation from the last 3 months at the crypto exchange with the name of the cryptocurrency platform visible

Gift(s)

- Date gift was received, total amount, relationship to donor and
- Affidavit/letter from donor explaining the reason for the gift and the source of donor's wealth - certified identification documents of donor and
- Bank statement clearly showing the transfers to your bank account

Proceeds from lottery/gambling

- Evidence from the lottery company or gambling platforms (statement of deposit/win/withdrawal from gambling platform); and
- Corresponding bank statement

Other income sources

- Information regarding the nature of income, amount, date received and from who; and

- Appropriate supporting documentation

13. UNAUTHORISED AND INCORRECT TRANSACTIONS

13.1 Where a Digital Asset transaction or a withdrawal of your funds is initiated from your COINPASS Account or Sub-Account using your User credentials, we will process that transaction as instructed unless you notify us otherwise prior to completion of the transaction.

13.2 If you believe that a particular transaction was not authorised by you or was carried out incorrectly by COINPASS, you must promptly notify us and at most not more than 14-days after the relevant transaction occurred, either by email to support@COINPASS.com or by the chat facility on the COINPASS Platform.

13.3 COINPASS shall not be held responsible for any claim for unauthorised or incorrect transactions unless you have notified us in accordance with this Unauthorised Transactions section.

13.4 You authorise COINPASS to investigate any actual or potential unauthorised transactions or incorrect transactions to the extent we deem necessary and we reserve the right to suspend your Account during any such investigation.

13.5 COINPASS is not responsible for any claim for unauthorised transactions or incorrect transactions if you or any associated party have acted fraudulently, intentionally, or with negligence, and this has resulted in unauthorised or incorrect transactions.

13.6 If we confirm that a transaction was unauthorised or incorrect, we shall reinstate the amount contained in your Account E-Wallet that was the subject of the unauthorised or incorrect transaction, subject to the other provisions of the Unauthorised Transactions section.

13.7 You agree to be liable for any losses incurred in respect of an unauthorised transaction that arises from the use of lost or stolen login credentials that are linked to your COINPASS Account and you authorise COINPASS to deduct such sum before processing the reinstatement referred to in the Unauthorised Transactions section.

14. UNSUPPORTED CRYPTOCURRENCIES

14.1 COINPASS is fully committed to preventing money laundering and terrorist financing and we will not support cryptoassets that through technology obscure or make transmission records unidentifiable.

14.2 We may not be able to return any unsupported cryptocurrency deposits in cases where it is not possible to verify the sender's wallet address and therefore, if you transfer an unsupported digital asset to your COINPASS Account and/or we cannot identify the sender of the deposit received, we will deem the deposit not to have taken place and we may, in our sole discretion obtain and retain the unsupported digital asset, on the grounds that the identity of the sender cannot be verified for Anti Money Laundering purposes.

14.3 We only support those cryptocurrencies or other tokens listed on our fees schedule page and we are unable to process any transaction made using any other unsupported cryptocurrency or network.

15. CRYPTO SERVICES

15.1 Transactions

15.2 Your Account E-Wallet enables you to give instructions to COINPASS to make deposits, withdrawals, and transfers:

- For FIAT currency or cryptoassets: between the COINPASS Account E-Wallets

- For cryptoassets only: between your Account E-Wallets and other E-Wallets in your name or under your direct control and
- For FIAT currency only: between your Account E-Wallet and your bank account or other payment method in your own name.

15.3 **You are prohibited from making transfers from or into your Account E-Wallet (whether in FIAT currency or cryptoassets) into or from any third-party online digital wallet outside of the COINPASS Platform or bank account or other payment methods.**

15.4 The underlying software protocols which govern the operation of cryptoassets supported on our Trading Platform are not owned or controlled by COINPASS. The underlying protocols are open-source software that may be used, copied, modified, and distributed by any individual generally without restriction. We shall not be responsible for the operation of the underlying software protocols and we do not guarantee their functionality or security.

15.5 You acknowledge that the underlying software protocols relating to any cryptoassets stored by you in your COINPASS Account E-Wallet may undergo material changes that impact on the value, functionality, availability, appearance, name, or any other characteristics or attributes of the Digital Asset.

15.6 We shall not be liable for any loss of value the User experiences as a result of changes to how any Digital Asset operates, including but not limited to changes to the underlying software protocols.

15.7 We shall not be responsible for notifying you of proposed or actual changes to the underlying software protocols, or for providing information or guidance as to the impact of any changes. It is your sole responsibility to understand any changes to the underlying software protocols and to determine whether they will continue to hold the Digital Asset in your COINPASS Account E-Wallet or continue to make E-Currency Transactions involving that Digital Asset.

15.8 We may, where possible, provide you with notices or alerts in relation to the underlying software protocols. It is your responsibility to make yourself aware of, and consider how to deal with, upcoming changes. In the event of a change to the underlying software protocols, we may, at our sole discretion, temporarily suspend transactions and trading of any cryptoassets, or any other such steps that we decide are necessary, to protect assets held on the COINPASS Trading Platform.

15.9 We reserve the right to withhold or terminate support for any supported Digital Asset or any other digital asset created as a result of changes to the underlying software protocols.

15.10 <u>E-Currency Transactions</u>

15.11 We will process E-Currency Transactions in accordance with the instructions we receive from you. Digital Asset withdrawal and deposit instructions must be made with a COINPASS Account E-Wallet under the direct control of or owned by you.

15.12 You agree to verify all transaction information prior to submitting instructions to COINPASS. We shall not be liable or have any responsibility for ensuring that the information provided by you is accurate.

15.13 E-Currency Transactions cannot be reversed once COINPASS has submitted the instructions to transfer cryptoassets from your COINPASS Account E-Wallet to the destination using the relevant Digital Asset network.

15.14 Once submitted to a Digital Asset network, an E-Currency Transaction is not complete until confirmation from the Digital Asset network has been received by COINPASS. Until confirmation is received, the E-Currency Transaction is in a pending state. cryptoassets associated with E-Currency Transactions that are in a pending state will be designated accordingly and will not be included in your COINPASS Account E-Wallet balance.

15.15 Once you execute an E-Currency Transaction, electronic confirmation will be sent to you, save that you agree that COINPASS' failure to provide such confirmation shall not prejudice or invalidate the terms of the E-Currency Transaction.

15.16 We may at our sole discretion refuse to process or suspend or cancel any pending E-Currency Transaction as required by any applicable law or any court or other authority to which COINPASS is subject in any jurisdiction, or where we reasonably believe that an E-Currency Transaction is or may be unlawful, or contrary to applicable law, or good practice or inconsistent with our prevention of money laundering and terrorist financing policies.

15.17 E-Currency Transactions are available only in connection with cryptoassets supported by the COINPASS Trading Platform. You are prohibited from using or attempting to use their COINPASS Account E- Wallet to store, send, request, or receive cryptoassets in any form that our Trading Platform does not support. We assume no responsibility or liability in connection with any attempt by you to use their COINPASS Account Digital Wallet for unsupported cryptoassets.

15.18 We may charge a network fee to process an E-Currency Transaction, calculated at our sole discretion. We will always notify you of the network fee at or before the time you authorise the E-Currency Transaction. A full list of COINPASS' fees can be found in our Fee Schedule.

15.19 You acknowledge that certain market conditions may delay the initiation or crediting of E-Currency Transaction.

16. DIGITAL TITLE

16.1 All cryptoassets held in COINPASS Account E-Wallets are held by us on a custodian basis on behalf of our clients. Therefore:

- Title to the cryptoassets held in your COINPASS Account E-Wallet shall always remain with you.
- Title to such cryptoassets shall not transfer to COINPASS. You shall bear all risk of loss related to or associated with the cryptoassets.
- We shall have no liability for any value fluctuations of cryptoassets held in your COINPASS Account E-Wallet.
- We do not represent or treat assets in your COINPASS Account E-Wallet as in any way belonging to us.
- We may not grant a security interest in the cryptoassets held in your COINPASS Account E- Wallet, except as required by a valid court order, or except as provided herein. We will not sell, transfer, loan, or otherwise use the cryptoassets in your COINPASS Account E-Wallet unless instructed by you or compelled by a court of a competent jurisdiction.
- You control the cryptoassets held in your COINPASS Account E-Wallet. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your cryptoassets by sending them to a different blockchain address controlled by you.
- We will not issue any replacement cryptoassets if your cryptoassets, private key or password are lost, stolen, malfunctioning, destroyed or otherwise inaccessible.
- We will securely store your cryptoassets within our secure wallet infrastructure on your behalf. We secure supported cryptoassets under custody via multi-party computation (MPC) security and segregation of cryptoassets.

17. EXCHANGE SERVICES

17.1 The Digital Currency Exchange Service enables you to buy cryptoassets using the User Funds contained in or transferred into your E- Wallet; and/or Legal Tender supported by COINPASS.

17.2 You may buy or sell supported cryptoassets via your COINPASS Account E-Wallet. The purchase or sale authorises us to debit or credit your COINPASS Account or Sub-account accordingly. A transaction is initiated at the quoted buy price or sell price, and we are authorised to charge relevant fees associated with the transaction. We will attempt to reflect the purchase or sale as promptly as possible.

17.3 You may buy supported cryptoassets by linking a valid payment method, such as a credit or debit card, to your COINPASS Account E-Wallet. You authorise COINPASS to debit funds using your selected payment method(s) to complete your purchase. Although we will attempt to deliver the cryptoassets to you as promptly as possible, funds must be cleared in your COINPASS Account E-Wallet before the status of your E-Currency Transaction is shown as complete and the cryptoassets are delivered to your COINPASS Account E-Wallet.

17.4 You may sell cryptoassets in exchange for Legal Tender supported by COINPASS.

17.5 You cannot cancel, reverse, or change any transaction marked as complete or pending. If the payment is not successful for any reason, including where the payment method has insufficient funds, you authorise COINPASS, in its sole discretion, to cancel the transaction or to debit your other payment methods, including balances on your COINPASS Account E-Wallet, in any amount necessary to complete the transaction.

17.6 We make all reasonable efforts to fulfil your instructions pursuant to terms listed under Exchange Services. If we are unable to fulfil your instructions, we will endeavour to notify you.

17.7 You acknowledge that the buy price exchange rate may not be the same as the selling price exchange rate at any given time and that COINPASS in its sole discretion may add a margin or 'spread' to the quoted Exchange Rate. The User agrees to accept the relevant Exchange Rate when you authorise a transaction.

17.8 We do not guarantee that you will be able to buy or sell cryptoassets at any price or time. You acknowledge that cryptoassets are subject to price fluctuations and that we have no obligation to provide a particular price to buy or sell cryptoassets.

17.9 The purchase or sale of cryptoassets using User Funds or Legal Tender is subject to an Exchange Rate fee. The applicable Exchange Rate fee will be displayed on the COINPASS Platform in your account prior to each transaction and is stated on each receipt issued by COINPASS to the User. A full list of COINPASS fees can be found in our Fee Schedule.

18. STAKING

18.1 We may provide if you hold appropriate levels of cryptocurrencies on the COINPASS Trading Platform with the Staking functionality. "Staking" refers to the process by which you may voluntarily lock up certain cryptoassets for a specified period at the staking address of a validator node to participate in a blockchain validation process based on a proof-of-stake consensus mechanism and contribute to the security, operation and transaction validation of the network. By staking cryptoassets, you may be eligible to receive rewards, subject to the rules of the applicable blockchain network.

18.2 The use of Staking is totally optional, but any User wishing to use our Staking functionality agrees to be bound by the terms of this agreement and must meet eligibility criteria listed below:

- You must be a verified Client and hold in your COINPASS Account the minimum balance for any cryptoassets

you wish to stake

- You are not a national or resident of any COINPASS Restricted Jurisdiction or territory in which Staking is prohibited
- You obtained all necessary approvals and permissions required to stake your cryptoassets
- You have read and acknowledged all Staking risks

18.3 The Staking functionality can be directly accessed via the "Staking" tab available within the COINPASS Trading Platform. Staking functionality is available only for selected cryptoassets, displayed in the "Staking" section on the COINPASS Trading Platform. We reserve the right to add, remove and set limits for cryptoassets available for Staking. A list of cryptoassets supported by COINPASS for the Staking is available on our fees and staking page(s).

18.4 By opting into the Staking, you instruct COINPASS to stake cryptoassets according to the rules of the applicable network ("Staked cryptoassets"). You acknowledge and agree that COINPASS may stake cryptoassets on behalf of you using a third-party staking provider acting as a transaction validator on the applicable network.

18.5 If we successfully validate a block of transactions in the Digital Asset's network, you may earn a reward granted by that applicable network. The timing and amount of staking rewards are governed by the protocols of the relevant network and are not determined by COINPASS. Consequently, we do not control the timing or the amount of these rewards, which may be subject to variation. A delay may occur between the initiation of staking and the commencement of reward accrual. This latency is attributable to the network's activation queue, which can be up to 2 days in some cases. Accrued rewards will be automatically credited to your COINPASS Account, subject to the COINPASS' commissions presented in the Fee Schedule. We reserve the right to change these commissions at any time.

18.6 You acknowledge that we provide no guarantee or warranty of receiving any staking rewards. Any "staking rewards return" rate published by COINPASS for a particular Digital Asset is based on current data available to us and levels of past rewards are not an indication of likely or actual rewards.

18.7 Any staking rewards return rates are subject to change at our sole discretion. We do not guarantee that you will receive staking rewards in onboarding from a Restricted Jurisdiction. Your jurisdictional eligibility to receive staking rewards may be subject to change at any time. We make no representation, warranties, or guarantees regarding the continuous availability of any Digital Asset for staking.

18.8 Once staked, your cryptoassets may be subject to a lockup period (unbonding period), during which cryptoassets are locked in the relevant blockchain network and cannot be easily accessed. COINPASS has no control over the duration of or end date for the lockup period. During a lockup period, transfer or other disposal of the cryptoassets staked is not possible. The expected lockup periods are only for information purposes, and the actual lockup period may vary depending on the relevant blockchain network. You will be notified once the unstaking process is complete.

18.9 SLASHING: Some proof-of-stake networks may determine penalties for specific events related to Staked cryptoassets, including, but not limited to, unavailability, slow performance, incorrect validation, or malicious activity. These penalties may be incurred due to erroneous operation of Staking functionality, incorrect transaction validation, or any other circumstances determined by the respective staking protocol, potentially resulting in a slashing penalty, non-payment of staking rewards, and/or partial or complete loss of Staked cryptoassets. In the event of a slashing incident, COINPASS will exert reasonable efforts to utilize any Staking Service Provider liability to mitigate losses incurred by Users. However, we cannot guarantee, nor shall we be liable for the recovery of any cryptoassets or rewards lost because of a slashing event.

18.10 STAKING RISKS: Beyond the general risks associated with cryptoassets (detailed above), Staking functionality carries specific risks outlined below. These include unforeseen risks that may arise like variations or combinations of those described here or elsewhere. By accepting these Terms and Conditions, you acknowledge and fully assume all such risks.

a) Legal and Regulatory Risk: Staking regulatory framework is currently unclear and subject to change due to future legal and regulatory developments, case law, or the FCA regulation or best practice.

b) Technical Risk:

- Staking protocol and staking reward transfers depend on network protocols outside COINPASS' control. These protocols may contain errors or malfunctions
- Network protocol updates, which COINPASS cannot influence, may negatively impact Staking functionality and cryptoassets
- Network protocol splits ("hard forks") can affect Digital Asset prices and potentially lead to partial or complete loss of Staked cryptoassets and/or staking rewards
- In addition to slashing due to validator misconduct, penalties can be automatically imposed if a validator goes offline due to technical issues
- Malfunctions or unexpected behaviour of staking protocols and/or staking asset networks may cause Staking functionality to malfunction
- Hackers may attempt to interfere with staking protocols, and Staked cryptoassets through various attacks (e.g., denial of service, sybil attacks)
- If staking protocols or related components are open-source, hackers may exploit bugs or weaknesses, negatively affecting staking mechanism, network protocols, or cryptoassets. This could lead to expropriation or theft of the User's cryptoassets, especially staking rewards

c) Market Risk: If unstaking involves a "Lockup Period," the delay in returning cryptoassets can prevent their withdrawal during volatile markets. This can result in losses even if the staking service performs as expected.

d) Staking Provider: COINPASS does not conduct any enhanced due diligence of Staking Providers beyond reasonable checks. The Staking providers may be domiciled outside of the UK and may not be subject to prudential supervision. We fully exclude any liability for such Staking Providers permitted by applicable law.

18.11 The tax treatment of certain cryptocurrencies is uncertain, and it is your responsibility to determine what taxes, if any, arising from these transactions. You are solely responsible for reporting and paying any applicable taxes arising from staking and all related transactions through the COINPASS staking services, and we do not provide investment, legal, or tax advice to our Users in connection with any cryptocurrency trading conducted through our platform.

19. TERMINATION

19.1 COINPASS at its sole discretion may immediately and without notice suspend, restrict, or terminate your access to any or all the COINPASS Services and/or deactivate or cancel your COINPASS Account. You agree that COINPASS is under no obligation to disclose the reasons for the suspension or termination to you.

19.2 You may close your COINPASS Account at any time by withdrawing all balances and funds and informing us via your Client

Portal or contacting our Support Team. There are no charges for closing or cancelling a COINPASS Account, although you will be required to pay any outstanding fees and balances owed on the account. You authorise us to cancel or suspend any pending transactions at the time of termination.

19.3 On termination of this Agreement, unless prohibited by applicable law to which COINPASS is subject in any jurisdiction, we will liquidate any cryptoassets or any Legal Tender balance in your COINPASS Account E-Wallet(s) and within 30 (thirty) days after termination, transfer these funds directly back to your original funding account. If your account details have changed since you originally funded your COINPASS Account, you will be asked to provide evidence that the new account you wish to transfer any funds to is in your name or under your direct control.

20. DATA PROTECTION

20.1 We collect and use information about you while providing the services to you. This may include personal data and sensitive personal data each as defined in the Data Protection Act 2018.

20.2 We will be the data controller of such personal data and will process your personal data in accordance with our Privacy Policy which is available on our website.

20.3 The Privacy Policy will form part of your Agreement with us.

20.4 You are entitled to receive information about the processing of personal data concerning you. We will, on your request or may on our own initiative, rectify any error detected. For more information about your rights and to control the way in which we use your personal data please review our Privacy Policy, which is available on our website.

20.5 We may hold and retain information about you in order to comply with regulatory and legal obligations.

20.6 We may transmit your personal data to our affiliated companies and third parties in connection with our business, which may be located in or outside the European Union (including, without limitation, such entities or persons located in countries without data protection safeguards that would be deemed adequate under UK standards), including, without limitation, for the purposes of:

- Meeting obligations and disclosure requirements of any governmental entity or regulatory authority, brokers or other intermediaries or counterparties
- Managing and administering the relationship between you and us
- Complying with Applicable Law, including, without limitation, anti-money laundering and anti-terrorism laws and regulations and fighting crime
- Assigning or sub-contracting, procuring goods or services for, or outsourcing any part of our normal business functions to third parties.
- Monitoring our services, whether provided by ourselves or a third party and
- Communicating with credit reference and information agencies.

20.7 Without prejudice to the clause above, we may also share your personal information, identification documentation, and other relevant data with a third party in order for them to validate your completed Crypto-Asset Reporting Framework (CARF) Self-Assessment Questionnaire.

20.8 We may do anything or disclose any matters without notice to you which:

- we consider to be required by, or desirable in respect of, any Applicable Law, or requested by any competent government entity or regulatory authority or

- are required to enable any service under this Agreement to be provided.

20.9 The client confidentiality obligations set out in this Agreement and in our Privacy Policy do not and will not apply to, and in respect of, any confidential information required to be disclosed (by us or you) pursuant to any Applicable Law, or the lawful request of any court of competent jurisdiction, government agency, or regulatory body, provided in each case you (or we) notify and consult with us (or you) in advance and as to the timing and content of such disclosure, except where Applicable Law prohibits us (or you) from doing so

20.10 You give express consent to COINPASS to access, process, and retain any personal information provided to us for the specific purposes of providing the COINPASS Services. This consent is subject to the rights or obligations COINPASS or you have in accordance with applicable data protection laws and regulations including our Privacy Policy.

20.11 You may withdraw your consent by closing your COINPASS Account. However, we may retain and continue to process your personal information for other purposes, in accordance with this clause and our Privacy Policy.

20.12 You acknowledge that COINPASS may process personal data relating to you and any personal data associated with other connected parties, in accordance with this Agreement and to provide you with the COINPASS Services. We shall process all personal data in accordance with our published Privacy Policy and Data Protection Policy, which forms part of this Agreement.

20.13 Accordingly, you represent and guarantee that:

- Disclosure to COINPASS of any personal data relating to individuals other than you is made in accordance with all applicable data protection and data privacy laws, and the data is accurate, up to date and relevant when disclosed
- Before providing any such personal data to COINPASS, you have read and understood our Privacy Policy, and in the case of personal data relating to an individual other than the User, the User has provided a copy of the Privacy Policy to that individual and
- If from time to time COINPASS provides you with a replacement version of our Privacy Policy and Data Protection Policy, you will promptly read the notices and provide a copy to any individual whose personal data has been provided to COINPASS.

21 LIABILITY

21.1 Our COINPASS Services are provided on an "as is" and "as available "basis without any representation or warranty whether express or implied including any warranties of title, merchantability, fitness for a particular purpose and/or non-infringement, or warranties arising from the course of performance, course of dealing or usage in trade to the maximum extent permitted by applicable law.

21.2 We do not make any representations or warranties that the COINPASS Trading Platform, any of the COINPASS Services, or any of the materials or information contained therein, are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components or that access will be continuous, uninterrupted, timely, or error-free.

21.3 You hereby agree that COINPASS will not be liable for any losses or damages arising out of or relating to:

- any inaccuracy, defect, or omission of any Digital Asset price data, any error or delay in the transmission of such data, or interruption in any such data
- regular or unscheduled maintenance carried out by COINPASS and service interruption and change resulting from such maintenance

- Slashing Penalties
- any damages incurred by other users' actions, omissions, or violation of the terms of this Agreement
- any damage caused by illegal actions of other third-parties or actions unauthorised by COINPASS or
- other exemptions stated in this Agreement and updated by COINPASS from time to time

21.4 If we fail to comply with this Agreement, we are responsible for direct loss or damage suffered by you that is a foreseeable result of our breaching the terms of this Agreement or our failing to use reasonable care and skill.

21.5 If you claim that COINPASS failed to process a buy or sell transaction properly, damages are limited to no more than the combined value of the supported cryptoassets or User Funds involved in the transaction. You may not recover any purported loss of anticipated trading profits or for any actual trading losses made as a result of the failure to buy or sell.

21.6 Notwithstanding any other terms of this Agreement, all limitations of liability are subject to any obligations that COINPASS has under applicable law and regulation, including our obligation to exercise reasonable care and skill in the provision of the COINPASS Services. Nothing in this Agreement shall limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, or deliberate misconduct, for death or personal injury resulting from either us or our subcontractors' negligence.

21.7 You acknowledge that there are risks associated with utilising an internet-based trading system including, but not limited to, the failure of hardware, software, and internet connections. You further acknowledge that COINPASS shall not be responsible for any communication failures, disruptions, errors, distortions, or delays the User may experience when trading via the COINPASS Services, however caused.

21.8 We will not be held liable for any damage or interruptions caused by any computer viruses, spyware, scareware, trojan horses, worms, or other malware that may affect the User's computer or other equipment, or any phishing, spoofing, or other cyber-attack.

21.9 We will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and cheque issuances are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete processing which is dependent upon factors outside of our control.

21.10 We will not be held liable for any breach 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 all reasonable effects to the contrary, nor will we be held liable where the breach is due to the application of mandatory legal rules.

22 COMPLAINTS

22.1 If you wish to raise a complaint, you are advised in the first instance to contact the COINPASS Support Team via email support@coinpass.com or the chat functionality on your client Portal. When you contact us, please provide your name, address, and any other information we may need to identify you, and any transactional information, if the query relates to a trade.

22.2 We will consider the complaint without prejudice, based on the information provided by you. Within 14 days of our receipt of your complaint, the COINPASS Support Team will, where possible, provide you with one of the following outcomes:

- offer to resolve the complaint in the way requested,
- reject the complaint and provide our justifications for doing so, or
- offer an alternative remedy for the complaint.

22.3 Should the COINPASS Support Team require more time they will send you a reply indicating the reasons for a delay in answering the complaint and specifying the deadline by which they will respond to the complaint.

22.4 A resolution offer will become binding on both parties once accepted by all the parties. An offer of resolution will not constitute any admission by COINPASS of any wrongdoing or liability regarding the subject matter of the complaint.

22.5 If, however, the COINPASS Support Team is unable to resolve the matter, or you feel that our service has not met your expectations, you may then refer your complaint to our Compliance Department. Their role is to independently review all complaints constructively and sympathetically, ensuring that where we are at fault, things are put right at the earliest opportunity.

23 BANKING AND PAYMENT PROVIDERS

23.1 COINPASS partners with several third-party banking institutions and e-money payment providers to receive, process and store COINPASS and User funds in segregated banking accounts.

23.2 Our selection criteria for these partners ensure the highest quality service, compliance, and security, and follows a similar KYC/AML Policy as guided by the local regulator of the same region/jurisdiction.

23.3 We use multiple banking partnerships and providers across regions to ensure maximum flexibility and business resilience and service for inbound and outbound transfers.

23.4 COINPASS' UK Banking Partners:

- Enumis Limited
- BCB Group

23.5 Note: Both Enumis and BCB Group operate under CLEARBANK, a UK-based clearing bank, for customer account IBAN issuance. Some UK banks will display either company name during the IBAN lookup and matching process when making a new deposit to COINPASS payee accounts.

23.6 COINPASS' EU Banking Partners:

- BCB Group

23.7 From time to time, COINPASS will add new payment providers and services to enhance our platform and services offerings.

24 OUR LIABILITY TO YOU

24.1 We (including our directors, officers and agents) shall not be responsible to you or any third party for:

- any loss, expense, cost or damages (together **"Loss"**) you suffer or incur as a result of our/their acts or omissions unless and to the extent that such Loss is suffered or incurred as a result of our/their fraud, negligence or wilful default
- any Loss which is not a foreseeable result of us breaching this Agreement, including but not limited to, loss of future profit, loss of business, loss of goodwill or reputation, loss or corruption of data or loss of opportunity
- any Loss you suffer or incur as a result of any error in any Order or instruction which is, or appears to be, made using your Access Codes
- any Loss you suffer as a result of your use of or inability to use Third Party Software

- any decline in the value of your investments
- any delay or change in market conditions before any Transaction is affected
- the solvency, acts or omissions of any third party (except where we have been negligent in appointing that third party)
- any delay, failure or error by you in implementing any reasonable instruction we have provided to you
- any inaccurate or incomplete instructions received from you
- any losses you suffer as a result of any other person, whether authorised or unauthorised by you, gaining access to your Account using your Access Code or by any other means
- inaccessibility or disruption to, or errors or defects with, or viruses, worms or software bombs spreading from, the Trading Platform unless due to our fraud, negligence or wilful default
- any interruption or destruction to the Trading Platform due to circumstances beyond our reasonable control
- our refusal to execute any Transaction
- any Account Adjustment (including without limitation, the reversal or amendment of any Transaction)
- any failure, delay or error in executing or confirming any Transaction or
- us exercising or failing to exercise our rights under this Agreement.

24.2 Nothing in this Agreement excludes or limits our liability for death, personal injury caused by our negligence, fraud or fraudulent misrepresentation.

24.3 Nothing in this Agreement excludes or restricts any duty or liability we owe you under any Applicable Law, and if there is any conflict between this Agreement and the provisions of any Applicable Law, the provisions of the Applicable Law shall prevail.

24.4 We accept the liabilities of any nominee company controlled by us, in respect of any requirement of the FCA's custody rules, and on the same extent and terms as we do for ourselves pursuant to this Agreement.

24.5 Nothing in this Agreement or otherwise shall oblige us to do anything we believe to be contrary to Applicable Law.

25 YOUR RESPONSIBILITY FOR LOSSES

25.1 You are responsible for, and shall refund to us, any liabilities, losses or costs we may incur if you fail to perform any of your obligations under this Agreement, in relation to any Transaction or in relation to any false information or declaration made either to us or to any third party, or arising out of any act or omission by any person obtaining access to your Account by using your Access Codes, whether or not you authorised such access.

25.2 This responsibility extends to our legal and administrative costs and expenses incurred in respect of taking any legal or investigatory action against you, or instructing any debt collection agency, to recover monies owed by you to us. However, this responsibility does not extend to situations where we have acted negligently, fraudulently or with wilful default.

26 REPRESENTATIONS AND WARRANTIES

26.1 It is a condition of this Agreement that you agree with the confirmations ("representations") and statements ("warranties") below as we provide services to you in reliance on them. You must notify us immediately if any of them cease to be correct for long as this Agreement remains in place and prior to each Transaction.

26.2 You make the following general representations and warranties to us:

- your Registration Data is accurate, up-to-date and does not omit any important information of which we should be aware
- you are of sound mind and legal competence and this Agreement (and each Transaction) has been validly entered into and is legally binding on you
- you are not a Prohibited Client
- you are and will continue to comply with the terms of this Agreement and Applicable Law
- any money or assets you supply to us for any purpose are unencumbered
- you will not take any action which interrupts, or may interrupt, the provision of the Trading Platform, or enter or seek to enter into Transactions that we consider amounting to any form of Market Abuse, market manipulation or manipulation of our Trading Platform

26.3 We make the following general representations and warranties to you:

- we will exercise all reasonable care and skill in providing the agreed services to you; and
- we have obtained and will maintain all necessary consents, authorisations, approvals or licences and will take all necessary steps to comply with all Applicable Law and the terms of this Agreement.

27 NOTICES

27.1 All notices given by us to you will be given by e-mail from a @coinpass.com or @oanda.com email address or by post to the address provided by you when applying for your Account or subsequently updated on your Account.

27.2 You can submit notices to us by email or post using the details in paragraph 2.

27.3 Communication will be considered to be received by us or you as follows:

- if hand delivered, upon delivery
- if by email, on the next business day after transmission
- if sent by overnight courier, upon receipt and a signature will be proof of delivery and
- if sent by certified mail, the business day after the date of delivery indicated on the receipt issued by the relevant postal service

28 GENERAL

28.1 This section applies to all transactions completed using the COINPASS Services, including your purchases or sale of cryptoassets directly from the COINPASS Services, and any transaction in which a User loads Legal Tender into your COINPASS Account or Sub-account.

28.2 We may, at any time and in its sole discretion, refuse any trade submitted via the COINPASS Services, impose limits on the trade amount permitted via the COINPASS Services or impose any other conditions or restrictions upon your use of the COINPASS Services without prior notice. For example, we may limit the number of open orders that you may establish via the COINPASS Services or we may restrict trades from certain locations.

28.3 It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions they conduct through the COINPASS Services, and to withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Client Portal.

28.4 We grant you a limited, non-exclusive, non-transferable licence, subject to the terms of this Agreement, to access and use the COINPASS Trading Platform and related content, materials, and information (collectively, the "Content") solely for the purposes of accessing and using the COINPASS Services and for any other approved purposes as permitted by COINPASS from time to time.

28.5 Any other use of the COINPASS Trading Platform or content is expressly prohibited and all other right title and interest in the COINPASS Trading Platform and Content is exclusively the property of COINPASS and/or its licensors.

28.6 You agree not to copy, transmit, distribute, sell, licence, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part.

28.7 All logos related to the COINPASS Services or displayed on the COINPASS Trading Platform are trademarks or registered marks of COINPASS or its licensors. You may not copy, imitate, or use them without our prior written consent.

28.8 Links to third-party materials (including without limitation, websites) may be provided as a convenience but are not controlled by COINPASS. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the COINPASS Trading Platform.

28.9 We make any changes to the COINPASS Services from time to time and may make changes to the Agreement by notifying you in advance. Once notified or by continuing to use the COINPASS Services, you will be deemed to have accepted the change(s) unless you notify us prior to the date the change takes effect.

28.10 If you do not accept the change(s), this Agreement will terminate at the end of the one-month notice. You may also end the Agreement immediately and free of charge with effect at any time before the expiry of the one-month notice.

28.11 We may also make amendments to the Agreement by posting the revised Agreement on the COINPASS Trading Platform, indicating when the revised Agreement becomes effective. Copies of the most up- to-date version of the Agreement will be made available on the COINPASS Trading Platform at all times.

28.12 Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, either the User or COINPASS to be treated as the agent of the other party.

28.13 If you suspect your COINPASS Account or any of your security details have been compromised or you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you or COINPASS, you must notify our Support Team as soon as possible by email at support@coinpass.com or via the chat facility on your Client Portal or the COINPASS Trading Platform.

28.14 You must take any steps that we reasonably require to reduce, manage, or report any security breach. Failure to provide prompt notification of any security breach may be taken into account in our determination of the appropriate resolution of any matter.

28.15 If we hold User funds or cryptoassets, and we are unable to contact you and have no record of you using of the COINPASS Services for two (2) years, applicable law may require us to report the User Funds or cryptoassets as unclaimed to the authorities in the relevant jurisdiction. We reserve the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

28.16 This Agreement is personal to you and therefore you Users cannot transfer or assign rights, licences, interests, and/or obligations to anyone else.

28.17 We may transfer, assign, or otherwise deal with all rights, licences, interests, and /or our obligations at any time, including as part of a merger, acquisition, or other corporate reorganisation involving COINPASS.

28.18 This Agreement and any information or notifications that both parties are required to provide under the terms of this Agreement shall be in English.

28.19 You must not create security over your User Funds or cryptoassets.

28.20 If a court or other regulatory body finds that any provision of this Agreement is invalid or unenforceable, the other provisions of this Agreement and the remainder of the provision in question shall not be affected and shall be construed as if such invalid or unenforceable part did not exist. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will continue to be binding and operate after the termination or expiration of this Agreement.

28.21 Unless otherwise indicated by us, all copyright and other intellectual property rights in all Content and other materials contained on the COINPASS Trading Platform or provided in connection with the COINPASS Services, including our logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof are the proprietary property of COINPASS and/or our licensors or suppliers and are protected by international copyright laws and other intellectual property rights laws.

28.22 Any person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce a term within this Agreement.

28.23 No failure or delay by COINPASS to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

28.24 This Agreement is governed by the laws of England and subject to the jurisdiction of the English courts.

Exercising of Rights

28.25 You must comply with the terms of this Agreement even if we do not insist that you do something you are required to do under this Agreement, or if we delay in taking steps against you for breach of this Agreement.

Action by Us: Severability

28.26 We are entitled, at any time and without notice to you, to take or not take any action to ensure compliance with Applicable Law. If there is any conflict between the provisions of this Agreement and the Applicable Law, the Applicable Law shall prevail.

28.27 If any court or relevant authority finds any part of this Agreement to be invalid or unenforceable, the remaining parts of this Agreement will remain in full force and effect.

Third Party Relationships

28.28 We may pay introductory fees to third parties. We will only make such payments where we are satisfied, they will enhance the quality of the service provided to you and do not impair our obligation to act in your best interests or are otherwise permitted by Applicable Law.

Third Party Rights

28.29 The Agreement is between you and us. Except as expressly provided elsewhere in the Agreement, nobody else shall have any rights to enforce any of its terms.

ANNEX 1

"Account"	means your online Account with COINPASS for trading on our Trading Platform, including any sub-accounts linked to you and/or your Account
"Account Adjustment"	means any debit or credit which COINPASS makes to your Account, as a result of, without limitation, any deposit or withdrawal of funds, realised profits, realised losses, Service Charges, Financing Costs (Financing charges or Financing credits), or Invalid Transactions
"Access Codes"	means unique personal information and password you use to access and use the Trading Platform
"Applicable Law"	means FCA rules or any other rules of a relevant regulatory authority or any other rules of a relevant Market and all other applicable laws, rules and regulations as in force from time to time
"Authorised Person"	means you or any of your authorised officers, partners, principals or employees
"Business Days"	means any day other than a Saturday or Sunday or public holiday where the banks are open for general commercial business in London, United Kingdom
"Cryptoasset"	The Financial Conduct Authority (FCA) defines a cryptoasset as a cryptographically secured digital representation of value or contractual rights that can be transferred, stored, or traded electronically, often using distributed ledger technology
"Client Portal"	a self-serve online location where clients can securely undertake various administrative and transactional activities, such as completing our customer due diligence, financial promotions and Crypto-Asset Reporting Framework (CARF) requirements, funding, trading, updating their personal information, accessing transaction history
"Conflict of Interest Policy"	means our conflict of interest policy which is available on our website
"Connected Account"	means a client Account which is related to other client Accounts by any one or more of the following similar criteria: IP address; name, address; country of registration; password; machine identity; remittance source
"Content"	means any Financial Data, prices, or other information available to you on the website or the Trading Platform or offered by us in any other form or by any other means. Such Content includes parameters within the Product details tab on the Trading Platform

“Digital Asset”	Crypto and digital currencies supported on the Coinpass Platform that may be purchased, sold, or traded.
“Digital Asset Exchange”	services offered by COINPASS which enable you to obtain prices for the purchase and sale of cryptoassets.
“E-Currency Transaction”	A Digital Asset transaction made on your instructions between your Coinpass Account E-Wallets and another E-Wallet (which is not part of your Coinpass Account) in your name or under your control.
“E-Wallet”	an online digital wallet enabling the User to store cryptoassets and Legal Tender
“Exchange Rate”	the price in FIAT currency of a supported Digital Asset, as quoted on the COINPASS Trading Platform as a price to buy or as a price to sell a Digital Asset or balances
“Legal Tender”	national currencies that may be used in connection with a purchase or sale of cryptoassets
“Funds”	the funds available in your Coinpass Account E-Wallet that are available for trading
"Intellectual Property Rights"	means patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer Software), database rights, semiconductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all other rights or forms of protection having equivalent or similar effect anywhere in the world
"Invalid Transaction"	means any Trade which we reasonably determine was executed: ● using an erroneous or otherwise incorrect price in violation of any Applicable Law ● to exploit any temporal and/ or minor inaccuracy in, and/ or any delay in the display of, any price ● because of, or to take advantage of, any operator error or error in the Trading Platform Software ● in violation of any of our rules or regulations published on our website ● in a manner that would constitute a breach of this Agreement
“Market Abuse”	unlawful behaviour in financial markets including insider dealing, unlawful disclosure

	of inside information and market manipulation **"Market Order"** means an order to enter into a Transaction at the best available price on the Trading Platform at the time of executing that Transaction
"Privacy Policy"	means our privacy policy which can be found on our website
"Prohibited Client"	means a person or entity who is subject to any sanctions or a person to whom we are legally prohibited from providing our services (including but not limited to residents of or nationals from any of our Restricted Jurisdictions)
"Registration Data"	means the personal and financial information that you are required to provide in order to apply to open an Account
"Risk Warning Disclosure"	means the notice, which can be found on our website, outlining the risks associated with trading our Products
"Third Party Software"	means software provided by third parties embedded or used in conjunction with the Trading Platform
"Third Party Software Licences"	means licences from third parties governing Third Party Software embedded or used in the Trading Platform
"Trading Hours"	means the hours of trading, as displayed on the Trading Platform, for a particular Instrument
"Trading Platform"	means the proprietary OANDA Coinpass end-to-end cryptocurrency exchange trading platform together with any other programs, tools, services, upgrades, bug fixes and updates, if any, and its underlying code however you access such trading platform (including via our Website or by downloading apps)
"Transaction"	means either the opening or closing of either a Buy or Sell Position or Trade for a Product or an Instrument on the Trading Platform, in accordance with the terms of this Agreement
Transaction History"	means the online history of Transactions occurring on your Account, accessible to you via the Trading Platform or the Client Portal
"Crypto-Asset Reporting Framework (CARF) Questionnaire"	means the CARF self-assessment questionnaire provided to you in order that COINPASS as a reporting crypto-asset service providers (RCASPs), can collect and report detailed information on you as one of cryptoasset investors. This information will be submitted by COINPASS to HMRC and exchanged automatically with tax authorities in other participating countries.
"Website"	means www.coinpass.com , the content of which may change from time-to-time.

SCHEDULE 1: RESTRICTED USES

1.1 You may not use your COINPASS Account to engage in the following categories of activity. The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not the use of the COINPASS Services is restricted, please submit a request to our Support Team at support@coinpass.com or via the COINPASS Trading Platform.

1.2 When opening a COINPASS Account and using the COINPASS Services, you confirm that you will not use your Account to do any of the following:

- Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the COINPASS Services or to extract data
- Conduct an activity which would violate, or assist in violation of, any law, statute, ordinance, regulation or sanctions programs administered in the countries where COINPASS conducts business
- Attempt to circumvent any content filtering techniques COINPASS employs or attempt to access any service or area of our services that Users are not authorised to access
- Initiate actions that impose an unreasonable or disproportionately large load on COINPASS infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information
- transmit or upload any material to the COINPASS TradingPlatform and associated systems that contain viruses, trojan horses, worms, or any other harmful or deleterious programs
- Attempt to gain unauthorised access to the COINPASS site, other COINPASS Accounts, computer systems, or networks connected to the COINPASS Trading Platform, through password mining or any other means
- Use the COINPASS Account information of another User to access or use the COINPASS Trading Platform; purposely interfere with another individual's or entity's access to or use of any COINPASS Services
- Defame, abuse, extort, harass, stalk, threaten, or otherwise violate or infringe the legal rights of others
- Incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others.
- Harvest or otherwise collect information from the COINPASS Trading Platform about others, including without limitation email addresses
- Commit an act which operates to defraud COINPASS, other Users, or any other person; provide any false, inaccurate, or misleading information to COINPASS
- Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorisation from the rights holder
- Use any COINPASS intellectual property, name, or logo, including use of COINPASS trade or service marks, without express consent from COINPASS or in a manner that otherwise harms COINPASS or the COINPASS brand or
- Engage in any action that implies an untrue endorsement by or affiliation with COINPASS

SCHEDULE 2: TRADING RULES & CONDITIONS

2.1 The following are the Trading Rules and Conditions that govern the placing of orders on any of the COINPASS Platforms (Instant, Mobile, Trade) and are supplementary to this Agreement. You should be aware of which order types are available on the COINPASS Trading Platform.

2.2 Order Types

2.3 You can place an Order as either a "Limit Order" or a "Market Order." Not all order types are available on the COINPASS Trading Platform. Limit Orders can be cancelled if they are not filled and there are no fees charged for cancelling these Orders.

3 Market Orders:

3.1 A Market Order is an order to buy or sell a crypto asset at the market's current best available price. A market order typically ensures an execution, but it does not guarantee a specified price. Market Orders are posted immediately onto the order book and are considered as a "Taker Order."

3.2 Please note Market Orders are influenced by the liquidity in the order book at the time the Market Order was placed. Market Orders could fill at a price less favourable than the last recent trade price and, in some cases, this could result in large price changes called 'slippage'.

4 Limit orders:

4.1 Limit Orders set the maximum or minimum price at which to complete a transaction. Limit Orders typically function as "Resting Orders" to buy or sell a crypto asset automatically and are executed when the limit price is attained/reached. Users should be aware execution is on a best-efforts basis and could result in price "slippage" as the order when released is treated as a Market Order to be executed at the prevailing price at the time.

5 Fees and Settlement

5.1 COINPASS charges a platform fee. The platform fee is linked to your COINPASS Account and can be viewed on the COINPASS Trading Platform. The fee is charged as a percentage of volume filled. The platform fee charged is debited as you place an order, and the available balance is adjusted after each trade. Fee discounts are available to all Users based on prior trades executed.

5.2 COINPASS settles all Filled Orders immediately and this is reflected in your available balances (crypto and FIAT funds). You can then withdraw FIAT funds and cryptoassets subject to daily withdrawal limits and Customer Due Diligence requirements.

6 Order Book Integrity

6.1 All orders that are filled will not be amended or changed, unless:

COINPASS is compelled to do so to comply with any applicable law or regulation, this could include where we are required to suspend or terminate your COINPASS Account

- You place or execute orders that COINPASS in its sole discretion suspect have engaged in abusive use of the COINPASS Trading Platform or used connectivity to the COINPASS Trading Platform in an unreasonable fashion or we suspect

that Market Abuse or Manipulation may have occurred.

Technical issues occur where orders or trades did not occur in an orderly fashion or in accordance with this Agreement; or

Clearly erroneous trades occur, such as those with obvious errors with respect to price, quantity, or any other parameters as determined by COINPASS.

6.2 We also reserve the right to take any action deemed appropriate to preserve market and order book integrity. Examples of such actions include but are not limited to:

- Changing of fat finger trading throttles
- Amendment of risk parameters
- Cessation of trading on the COINPASS Trading Platform
- Restricting User access
- Restricting orders or cancelling resting orders or
- Any other actions deemed to be in the best interest of the market

6.3 You are prohibited from engaging in market manipulation. Market manipulation is defined as actions taken by any market participant or a person or if you act in concert with another participant which is intended to:

- Deceive or mislead other Users
- Artificially control or manipulate the price or trading volume of a crypto asset; or aid, abet, enable, finance, support, or endorse either of the above

6.4 Market manipulation specifically includes, without limitation:

- Front-running
- Washtrading
- Spoofing
- Layering
- Churning
- Quote stuffing

6.5 You cannot place an order which would result in self-execution. If two orders of the same quantity could result in self-execution, both orders shall be cancelled.

6.6 If two orders of different quantities would result in self-execution, the smaller order is cancelled and the larger order is decreased by an amount equivalent to the smaller quantity. The remainder of the larger order remains open.

7 Order Book Priority

7.5 Access to the COINPASS order book is “pari passu” for all Users. COINPASS does not provide priority access to any User. COINPASS operates on a “First Come First Serve” basis. This means that each time an order is posted that order is matched

with the earliest-in-time order at the best price on our Order Book. All Users accessing the COINPASS Platform are subject to the same Price-Time Priority.

7.6 Please note an order may be matched with a number of corresponding orders at the same price.

7.7 Taker Orders are matched with the best available existing Market Orders. This means that a Limit Order placed outside the market (i.e., a sell order below the highest existing buy order, or a buy order above the lowest existing sell order) will be filled by the best available existing order rather than an existing order with the same price as the Limit Order.

7.8 COINPASS trades its own capital, and any User is subject to the same rule of "First Come First Served" basis as all other Users.

7.9 Our policies also prohibit all our employees from using inside, corporate, or proprietary information to trade crypto assets.

8 Maintenance and Interruptions

8.5 On occasions, COINPASS may suspend trading temporarily for maintenance or upgrades. We will notify you of any scheduled maintenance detailing the:

- Scheduled time
- Duration
- COINPASS Services affected.

8.6 Once maintenance has been completed you shall be notified. Resting Limit Orders may be cancelled at our sole discretion and we will notify you if you are an impacted User.

8.7 If a technical issue occurs, preventing you from placing or cancelling orders or accessing the COINPASS Trading Platform via any permissible means, we may at our discretion take one or more of the following actions:

- Disabling access to the platform including API's
- Temporarily suspending all COINPASS Services or partial services; cancelling open orders
- Disabling access to the Order Book; disabling the COINPASS Pro or Prime APIs; or disabling access to the web interface
- If access to the COINPASS Trading Platform is unavailable for 10 minutes or more COINPASS will endeavour to cancel any Resting Orders.