Terms and Conditions

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AGREEMENT

You (the "**User**" or "**you**"); and **OANDA Coinpass Limited** ("**Coinpass**", "**we**", "**our**" or "**us**"), a private limited company incorporated in England and Wales, company number 11164834 whose registered office is Dashwood House, 69 Old Broad Street, London, United Kingdom EC2M 1QS (the "**Agreement**").

When we refer to the "User", "you" and "your" in this Agreement, we mean a registered user of our Coinpass Platform, as well as any Authorised Person authorised to operate your Account or Sub-account.

By signing up to use and open an account through wwww.crypto.oanda.com or any of our associated websites, application programming interfaces, or mobile applications (collectively the "**Coinpass Platform**"), you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as our Privacy Policy, Cookie Policy, and Data Protection Policy.

This Agreement (including documents incorporated by reference herein) comprises the entire agreement between you as the User and Coinpass.

TRADING RISKS

Trading crypto assets involves significant risk and can result in substantial losses of your invested capital. The User should not invest more than they can afford to lose and should ensure that they fully understand the risks involved. The User should therefore carefully consider whether trading or holding Cryptocurrencies is suitable considering their own 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. Coinpass 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.

DEFINITIONS & INTERPRETATION

In this Agreement, the following terms have the following meanings:

Authorised Person: means you or any of your authorized officers, partners, principals or employees.

Coinpass Account Information: The User's full name, email address, postal address, telephone number, date of birth and bank account information that is provided by the User when registering for an account.

Coinpass Account: A User's membership account that allows the user to use the Coinpass Services.

Coinpass Sub-account: a sub-account that is set up under the Coinpass Account.

Coinpass Services: Services provided by Coinpass to the User as outlined in the Coinpass Services section.

Coinpass Verification Process: The process by which Coinpass will verify the User's identity and account information prior to completing the account registration process.

Digital Assets: Crypto and digital currencies supported on the Coinpass Platform that may be purchased, sold, or traded.

Digital Asset Exchange Services: Services offered by Coinpass enable the User to obtain prices for the purchase and sale of Digital Assets.

E-Currency Transaction: A Digital Asset transaction made on the User's instructions between the User's Coinpass Account E-Wallets and another E-Wallet (which is not part of the User's Coinpass Account) in the User's name or under the User's control.

E-Wallet: An online digital wallet enabling the User to store Digital Assets and Legal Tender balances.

Exchange Rate: The price in FIAT currency of a supported Digital Asset, as quoted on the Coinpass Platform as a price to buy or as a price to sell a Digital Asset.

Legal Tender: National currencies that may be used in connection with a purchase or sale of Digital Assets. User

Funds: The funds available in the User's Coinpass Account E-Wallet that are available for trading.

In this Agreement: (a) the headings are included for convenience only; (b) the expressions "including", "include", "in particular", "for example" and any similar expressions shall not limit the preceding words;
(c) words in the singular shall include the plural and vice versa, references to any gender shall include all genders and references to legal persons shall include natural persons and vice versa; and (d) references to any statute or statutory provision will, unless the context otherwise requires, be construed as including references to any amended and/or replacement statute or statutory provision.

COINPASS SERVICES

Coinpass provides Users with a simple and convenient way to trade digital assets ("Coinpass Services"), and to trade one type of digital asset for another type of digital asset. Users may also use Coinpass' services to purchase and sell digital assets directly from and to Coinpass. The following Coinpass Services are provided to Users by Coinpass:

- access to and use of the Coinpass 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 Digital Assets and Legal Tender that may be used in connection with a purchase or sale of Digital Assets on the Coinpass Platform;
- Digital Asset Exchange Services;
- a Digital Asset conversion service enabling the User to purchase and sell Digital Assets; and
- certain FIAT transactions enabling the User to send and receive User Funds.

The User agrees 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 by Coinpass from time to time in writing).

The User further agrees to comply with the Trading Rules & Conditions set out in Schedule 2 (as may be updated by Coinpass from time to time in writing).

Coinpass may at its sole discretion refuse to complete, suspend, cancel, or reverse a transaction the User has 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:

- Users of a Coinpass Account have been or are subject to pending litigation, investigation, government proceedings, or the risk of legal or regulatory non-compliance associated with a User's Coinpass Account activity;
- Coinpass is required to do so by applicable law to which Coinpass is subject in any jurisdiction; Coinpass reasonably suspects the User of acting in breach of this Agreement;
- Coinpass reasonably suspects a User to have engaged in a Coinpass Restricted Use (see Schedule 1);
- Coinpass has concerns that a transaction is erroneous;
- Coinpass has concerns about the security of the User's Coinpass Account;
- Coinpass suspects the Coinpass Services are being used in a fraudulent or unauthorised manner; Coinpass suspects the Coinpass Services are being used in relation to money laundering, terrorist financing, fraud, or any other financial crime;
- Coinpass suspects 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);
- Coinpass will not hold itself liable for any third-party costs resulting from its refusal to complete, suspend, cancel, or reversal of such a transaction;
- Coinpass suspects 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;
- Coinpass suspects that the payment method linked to the User's Coinpass Account E-Wallet is blocked or declined; or
- Coinpass suspects the User of abusing any Coinpass Services.

Coinpass may refuse to complete a transaction that is authorised by the User where there are insufficient funds in the User's Coinpass Account E-Wallet or insufficient Digital Assets in their Coinpass Account E- Wallet to cover the transaction including associated fees at the time that Coinpass receives instructions from the User for the transaction.

If Coinpass, at its sole discretion, suspects 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 competent jurisdiction, we may suspend or freeze the Account or any privileges of the Account, may freeze or liquidate funds or Positions, or may avail ourselves of any of the remedies for an "Event of Default" in this Agreement.

Coinpass will provide the User with the reasons for actions referred to in above to the extent permitted by applicable law. Coinpass will at its sole discretion lift the suspension as soon as reasonably practicable once a resolution has been reached. Coinpass is under no obligation to reinstate a transaction at the same price or on the same terms as before any such suspension occurred.

EVENTS OF DEFAULT AND THEIR EFFECT

Each of the following will constitute an "Event of Default":

a) you fail to satisfy any material provision of this Agreement and such failure continues for more than three (3) Business Days after we have given you the relevant notice of non-performance;

b) you fail to perform a material obligation under this Agreement and such failure is reasonably likely to expose us to the risk of a loss such that it is not possible for us, acting reasonably, to give you notice of non-performance;

c) you fail to provide us with any information or notice required pursuant to this Agreement or provide false, incomplete or misleading information;

d) you die or become of unsound mind;

e) we consider it reasonably necessary to prevent what we reasonably consider to be or might be a violation of any Applicable Law, including but not limited to, market abuse, market manipulation or insider dealing;

f) you enter into liquidation or bankruptcy, whether compulsorily or voluntarily, or a procedure is commenced against you seeking or proposing liquidation or bankruptcy within the jurisdiction of the United Kingdom, or you are generally unable to pay your debts as they become due (or you admit so in writing);

g) you become subject to an administration order or have a receiver or similar appointment or order are made or proceedings commenced in respect of any of your assets in any jurisdiction outside the United Kingdom in consequence of debt;

h) we reasonably believe you have acted in an unfair or abusive manner, for example, but not limited to, using any ultra-high-speed trading; automated or mass data entry system, misuse of maximum extractable value (MEV), wash trading or pump and dump schemes;

i) you make any misrepresentation or breach of warranty under this Agreement, including but not limited to any misrepresentation or breach of warranty with regards to Market Abuse, Market Manipulation or Insider Dealing; or

j) we have reason to believe that any of the foregoing is likely to occur imminently or any other circumstances where we reasonably believe that it is necessary or desirable to take any action necessary.

If an Event of Default occurs, unless otherwise prescribed by Applicable Law, we may, in our absolute discretion, at

any time and without prior notice, take one or more of the following steps:

a) close out all or any of your Open Positions at our market prices;

b) debit (or credit) your Account for amounts which are due to us (or you);

c) close any or all of your Accounts held with us; or

d) refuse to open new Positions or Accounts for you.

Our rights and remedies under this Agreement are cumulative, and our exercise or waiver of any right or remedy will not preclude or inhibit the exercise of any additional right or remedy. Our failure to enforce or exercise any right under this Agreement will not amount to a waiver or bar to enforcement of that right.

FEES

You agree to pay all User fees payable to Coinpass. A full list of our fees can be found in the Fee Schedule which forms part of this Agreement.

Coinpass may, in its sole discretion, update the fees from time to time by publishing a new Fee Schedule. Any updated fees will apply to any transactions that occur following the effective date of the updated fees.

The User authorises Coinpass to deduct from your account any applicable fees payable to Coinpass under this Agreement.

COINPASS ACCOUNT

Registration

The User must apply to register a Coinpass Account to use the Coinpass Services. Coinpass may in its sole discretion refuse to open any Coinpass Account. In order to be eligible for a Coinpass Account, the User represents and warrants that 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 Coinpass' Restricted Jurisdictions (as amended from time to time);
- 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;
- will not use the Coinpass Services if any applicable laws prohibit the User from doing so in accordance with the terms of this Agreement; and
- will not engage in illegal activities, lie, or do anything that would cause damage to Coinpass, any Coinpass Services, or systems.

When creating a Coinpass Account the User agrees to:

- provide the Coinpass Account Information;
- create a username;

- create a strong password and maintain the security of the Coinpass Account by protecting the
- password and restricting unauthorised access;
- promptly notify Coinpass if you discover or suspect any security breaches relating to their Coinpass Account or log in credentials;
- accept full responsibility for all activity undertaken by or in relation to the User's Coinpass Account; and
- accept the terms of this Agreement (including all documents incorporated by reference).

Coinpass may restrict or prohibit the use of the Coinpass Services in the following Restricted Jurisdictions. If you are registering to use the Coinpass Services on behalf of a legal entity, you represent and warrant that the legal entity is duly organised and validly existing under the applicable laws of the entity's jurisdiction and that the User is duly authorised by the legal entity to act on its behalf.

Verification

The User must complete the Coinpass Verification Process before they are permitted to use any of the Coinpass Services.

The User's request to register an account shall be deemed as authorisation for Coinpass to use the Coinpass Account Information and any other information provided by the User to complete the Coinpass Verification Process.

Coinpass may request information or documentation to verify any information provided by the User, including the Coinpass Account Information and any such information that Coinpass is required to collect from time- to-time under applicable law.

The User must 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 held by Coinpass.

The User warrants and confirms that all information provided by the User to Coinpass is true and accurate and that the User has not withheld any information that is relevant to the Coinpass Verification Process and the provision of the Coinpass Services to you, including information requested under the Coinpass Accounts section.

The User must ensure that the Coinpass Account Information remains true and complete and is updated promptly when changed. If Coinpass reasonably believes that any information provided by the User is incorrect, false, outdated, or incomplete, Coinpass reserves the right to suspend or terminate the User's access to the Coinpass Services.

The User agrees to provide additional information or documentation about the User or their business, if requested by Coinpass in order for Coinpass to conduct enhanced due diligence.

The User grants Coinpass permission to make inquiries, directly or through third parties, to verify the User's identity or to protect the User against fraud or other financial crime, and to take any action that Coinpass reasonably deems necessary based on the results of such inquiries. When Coinpass makes inquiries, the User acknowledges and agrees that personal information may be disclosed to credit reference and fraud prevention or financial crime agencies.

COINPASS SUB-ACCOUNT

The User may request Coinpass to open additional Coinpass Sub-accounts in the User's name. Coinpass has the sole

discretion as to the opening, operation and closure of a Coinpass Sub-account or e-wallet(s) that forms part of the Coinpass Sub-account. Each Authorised Person associated with a Coinpass Sub-account is subject to the identity verification requirements set out above. Only one Authorised Person may be associated with a particular Coinpass Sub-account. By opening Coinpass Sub-account, Coinpass will grant Authorised Person with a dedicated log in credentials. Coinpass Sub-account allows Authorised Person to instruct Coinpass to buy, sell or exchange Digital Assets in the User's name. Upon the User's request, the use of a Coinpass Sub-account may be restricted to read only purposes that allows Authorised Person to view all balances and transactions conducted on Coinpass account and Coinpass Sub-accounts.

The User is allowed to deposit, withdraw or transfer User Funds on/from or between Coinpass Sub-accounts.

The User remains fully responsible for any actions undertaken by Authorised Persons.

LOADING FUNDS

The User may load funds into their Coinpass Account or Sub-account using one of the payment methods available. Funds loaded into a Coinpass Account by the User will be reflected and stored in the Coinpass Account E-Wallet.

The User may withdraw all or part of the User Funds held in their Coinpass Account E-Wallet at any time. On termination of this Agreement, Coinpass shall transfer any User Funds remaining in the User's Coinpass Account E-Wallet to the bank account connected with the User's Coinpass Account.

The Coinpass Account E-Wallet and the Coinpass Account are not deposit or investment accounts and are not protected by the Financial Services Compensation Scheme.

The User agrees that Coinpass may hold the User Funds in a designated account with a regulated financial institution. No User Funds held by Coinpass in a designated account shall accumulate any interest.

Coinpass may conduct checks prior to the User withdrawing User Funds from the Coinpass Account E-Wallet for the purposes of preventing fraud, money laundering, terrorist financing and other financial crimes. This may delay or prevent the User from withdrawing the User Funds.

If a payment by the User to load funds into an Coinpass Account E-Wallet is not successful, you authorise Coinpass to cancel any related Digital Assets transactions or to debit any of the User's other payment methods in any amount necessary to complete the E-Currency Transactions. You are solely responsible for maintaining an adequate balance and/or sufficient credit limits to avoid overdraft, or similar fees charged by your bank account or payment provider. Coinpass shall not be liable for any fees charged by the User's bank account or payment provider.

SUBSTANTIAL TRANSACTIONS

It is necessary for Enhanced Due Diligence ("EDD") to be conducted where a client deposit or withdrawals fiat or cryptocurrencies if:

- Single Withdrawal value of £5,000+
- Single Deposit value of £10,000+
- Combined Year to Date Deposit/Withdrawal value of £50,000 or more
- Cumulative withdrawals and/or deposits of £5,000+ and £10,000+ respectively within a 14-day period may trigger EDD checks to be undertaken

In these instances, verification of the client's source of funds/wealth will be performed.

SOURCE OF FUNDS / SOURCE OF WEALTH VERIFICATION

Verification of the source of funds/wealth can be obtained from a variety of sources, including:

- Copy bank statements
- Employment details (copy payslips)
- Details of current investments (e.g. periodic statement from your investment broker or provider)
- Reference from your accountant
- Inheritance (confirmation from lawyer or provision of supporting documentation)

UNAUTHORISED AND INCORRECT TRANSACTIONS

Where a Digital Asset transaction or a withdrawal of the User's funds is initiated from a Coinpass Account or Sub-Account using the User's credentials, Coinpass will process that transaction as instructed unless the User notifies Coinpass otherwise prior to completion of the transaction.

If you believe that a particular transaction was not authorised by you or was carried out incorrectly by Coinpass, you must promptly notify Coinpass 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.

Coinpass shall not be held responsible for any claim for unauthorised or incorrect transactions unless the User has notified Coinpass in accordance with the Unauthorised Transactions section.

The User authorises Coinpass to investigate any actual or potential unauthorised transactions or incorrect transactions to the extent Coinpass deems necessary and Coinpass reserves the right to suspend the User's account during any such investigation.

Coinpass is not responsible for any claim for unauthorised transactions or incorrect transactions if the User has acted fraudulently, intentionally, or with negligence, and this has resulted in unauthorised or incorrect transactions.

If Coinpass confirms that a transaction was unauthorised or incorrect, Coinpass shall reinstate the amount contained in the User's Coinpass Account E-Wallet that was the subject of the unauthorised or incorrect transaction, subject to the other provisions of the Unauthorised Transactions section.

The User agrees 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 the User's Coinpass Account and the User authorises Coinpass to deduct such sum before processing the reinstatement referred to in the Unauthorised Transactions section.

UNSUPPORTED CRYPTOCURRENCIES

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

Coinpass only supports 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.

CRYPTO SERVICES

Transactions

The User's Coinpass Account E-Wallet enables the User to give instructions to Coinpass to make deposits, withdrawals, and transfers:

- For FIAT currency or Digital Assets: between the User's Coinpass Account E-Wallets;
- For Digital Assets only: between the User's Coinpass Account E-Wallets and other E-Wallets in the User's name or under the User's control; and
- For FIAT currency only: between the User's Coinpass Account E-Wallet and the User's bank account or other payment method in the User's own name.

The User is prohibited from making transfers from or into their Coinpass Account E-Wallet (whether in FIAT currency or Digital Assets) into or from any third-party online digital wallet outside of the Coinpass Platform or bank account or other payment methods.

All FIAT currency balances are stored by Coinpass at a third-party banking provider for safekeeping.

The User acknowledges and agrees that Coinpass is not acting as the User's broker, intermediary, agent, or advisor or in any fiduciary capacity when executing E-Currency Transactions and any communication between the parties or information provided to the User by Coinpass shall not be considered or construed as advice.

The underlying software protocols which govern the operation of Digital Assets supported on the Coinpass 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. Coinpass shall not be responsible for the operation of the underlying software protocols and Coinpass do not guarantee their functionality or security.

The User acknowledges that the underlying software protocols relating to any Digital Assets stored by the User in their Coinpass Account E-Wallet may undergo material changes that impact the value, functionality, availability, appearance, name, or any other characteristics or attributes of the Digital Asset.

Coinpass 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.

Coinpass shall not be responsible for notifying the User 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 the User's sole responsibility to understand any changes to the underlying software protocols and to determine whether they will continue to hold the Digital Asset in their Coinpass Account E-Wallet or continue to make E-Currency Transactions involving that Digital Asset.

Coinpass may, where possible, provide the User with notices or alerts in relation to the underlying software protocols. It is the User's responsibility to make themselves aware of, and consider how to deal with, upcoming

changes. In the event of a change to the underlying software protocols, Coinpass may, at its sole discretion, temporarily suspend transactions and trading of any Digital Assets, or any other such steps that Coinpass decides are necessary, to protect assets held on the Coinpass Platform.

Coinpass reserves 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.

E-Currency Transactions

Coinpass will process E-Currency Transactions in accordance with the instructions Coinpass receives from the User. Digital Asset withdrawal and deposit instructions must be made with a Coinpass Account E-Wallet under the direct control of or owned by that User.

The User agrees to verify all transaction information prior to submitting instructions to Coinpass. Coinpass shall not be liable or have any responsibility for ensuring that the information provided by the User is accurate.

E-Currency Transactions cannot be reversed once Coinpass has submitted the instructions to transfer Digital Assets from the User's Coinpass Account E-Wallet to the destination using the relevant Digital Asset network.

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. Digital Assets associated with E-Currency Transactions that are in a pending state will be designated accordingly and will not be included in the User's Coinpass Account E-Wallet balance.

Once the User executes an E-Currency Transaction, an electronic confirmation will be sent to the User, save that the User agrees that Coinpass' failure to provide such confirmation shall not prejudice or invalidate the terms of the E-Currency Transaction.

Coinpass may at its 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 Coinpass reasonably believes that an E-Currency Transaction is or may be unlawful, or contrary to applicable law, or good practice or inconsistent with Coinpass' anti- money laundering and terrorist financing policies.

E-Currency Transactions are available only in connection with Digital Assets supported by the Coinpass Platform. The User is prohibited from using or attempting to use their Coinpass Account E- Wallet to store, send, request, or receive Digital Assets in any form that the Coinpass Platform does not support. Coinpass assumes no responsibility or liability in connection with any attempt by the User to use their Coinpass Account Digital Wallet for unsupported Digital Assets.

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

The User acknowledges that certain market conditions may delay the initiation or crediting of E-Currency Transaction.

DIGITAL TITLE

All Digital Assets held in Coinpass Account E-Wallets are held by Coinpass on a custodian basis on behalf of the Users. Therefore:

- Title to the Digital Assets held in your Coinpass Account E-Wallet shall always remain at all times with you. Title to such Digital Assets shall not transfer to Coinpass. The User shall bear all risk of loss related to or associated with the Digital Assets.
- Coinpass shall have no liability for any value fluctuations of Digital Assets held in your Coinpass Account E-Wallet.
- Coinpass does not represent or treat assets in the User's Coinpass Account E-Wallet as in any way belonging to Coinpass.
- Coinpass may not grant a security interest in the Digital Assets held in your Coinpass Account E- Wallet, except as required by a valid court order, or except as provided herein. Coinpass will not sell, transfer, loan, or otherwise use the Digital Assets in a User's Coinpass Account E-Wallet unless instructed by the User or compelled by a court of competent jurisdiction.
- You control the Digital Assets held in your Coinpass Account E-Wallet. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Digital Assets by sending it to a different blockchain address controlled by you.

Coinpass will not issue any replacement Digital Assets in the event that the User's Digital Assets, private key or password is lost, stolen, malfunctioning, destroyed or otherwise inaccessible.

Coinpass securely stores the Users Digital Assets within our secure wallets infrastructure on the Users behalf. Coinpass secures supported Digital Assets under custody via multi-party computation (MPC) security and segregation of Digital Assets.

EXCHANGE SERVICES

The Digital Currency Exchange Service enables the User to buy Digital Assets using the User Funds contained in or transferred into the User's E- Wallet; and/or Legal Tender supported by Coinpass.

The User may buy or sell supported Digital Assets via their Coinpass Account E-Wallet. The purchase or sale authorises Coinpass to debit or credit the Coinpass Account or Sub-account accordingly. A transaction is initiated at the quoted buy price or sell price and coinpass is authorised to charge relevant fees associated with the transaction. Coinpass will attempt to reflect the purchase or sale as promptly as possible.

The User may buy supported Digital Assets by linking a valid payment method, such as a credit or debit card, to their Coinpass Account E-Wallet. The User authorises Coinpass to debit funds using the User's selected payment method(s) to complete their purchase. Although Coinpass will attempt to deliver the Digital Assets to the User as promptly as possible, funds must be cleared in the User's Coinpass Account E-Wallet before the status of their E-Currency Transaction is shown as complete and the Digital Assets are delivered to the User's Coinpass Account E-Wallet.

The User may sell Digital Assets in exchange for Legal Tender supported by Coinpass.

The User 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, the User authorises Coinpass,

in its sole discretion, to cancel the transaction or to debit the User's other payment methods, including balances on the User's Coinpass Account E-Wallet, in any amount necessary to complete the transaction.

Coinpass will make all reasonable efforts to fulfil the User's instructions pursuant to terms listed under Exchange Services. If Coinpass is unable to fulfil the User's instructions, Coinpass will endeavour to notify the User.

The User acknowledges 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.

Coinpass does not guarantee that the User will be able to buy or sell Digital Assets at any particular price or time. The User acknowledges that the Digital Assets are subject to price fluctuations and that Coinpass has no obligation to provide particular prices to buy or sell Digital Assets.

The purchase or sale of Digital Assets 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 the User's 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.

STAKING

Coinpass may provide Users who hold appropriate levels of cryptocurrencies on the Coinpass Platform with the Staking functionality. "Staking" refers to the process by which Users may voluntarily lock up certain Digital Assets for a specified period of time at the staking address of a validator node in order 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 Digital Assets, Users may be eligible to receive rewards, subject to the rules of the applicable blockchain network.

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 Digital Assets you wish to stake,
- You are not a national or resident of any Prohibited Jurisdiction or territory in which Staking is prohibited,
- You obtained all necessary approvals and permissions required to stake your Digital Assets,
- You have read and acknowledged all Staking risks

The Staking functionality can be directly accessed via the "Staking" tab available within the Coinpass Platform.

Staking functionality is available only for selected Digital Assets, displayed in the "Staking" section on the Coinpass Platform. Coinpass reserves the right to add, remove and set limits for Digital Assets available for Staking. A list of Digital Assets supported by Coinpass for the Staking is available on our fees and staking page(s).

By opting into the Staking, the User instructs Coinpass to stake Digital Assets according to the rules of the applicable network ("Staked Digital Assets"). The User acknowledges and agrees that Coinpass may stake Digital Assets on behalf of the User using a third-party staking provider acting as a transaction validator on the applicable network.

If Coinpass successfully validates 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, Coinpass does 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 case. Accrued rewards will be automatically credited to your Coinpass Account, subject to the Coinpass' commissions presented in the Fee Schedule. Coinpass reserves the right to change these commissions at any time.

The User acknowledges that Coinpass provides 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 Coinpass and levels of past rewards are not an indication of likely or actual rewards. Any staking rewards return rates are subject to change at Coinpass' sole discretion. We do not guarantee that you will receive staking rewards in onboarding from a Prohibited Jurisdiction. Your jurisdictional eligibility to receive staking rewards may be subject to change at any time. Coinpass makes no representation, warranties, or guarantees regarding the continuous availability of any particular Digital Asset for staking.

Once staked, your Digital Assets may be subject to a lockup period (unbonding period), during which Digital Assets 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, a transfer or other disposal of the staked Digital Assets 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.

SLASHING: Some proof-of-stake networks may determine penalties for specific events related to Staked Digital Assets, 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 Digital Assets. 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 be liable for the recovery of any Digital Assets or rewards lost as a consequence of a slashing event.

STAKING RISKS: Beyond the general risks associated with Digital Assets (detailed above), Staking functionality carries specific risks outlined below. These include unforeseen risks that may arise as variations or combinations of those described here or elsewhere. By accepting these Terms and Conditions, the Client acknowledges and fully assumes 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 practice.
b) Technical Risk:
   - staking protocol and staking reward transfers depend on network protocols outside Coinpass' control. These protocols may contain errors or malfunction;
   - network protocol updates, which Coinpass cannot influence, may negatively impact Staking functionality and Digital Assets;
   - network protocol splits ("hard forks") can affect Digital Asset prices and potentially lead to partial or complete loss of Staked Digital Assets 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 Digital Assets 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 Digital Assets. This could lead to expropriation or theft of the User's Digital Assets, especially staking rewards.

c) Market Risk: If unstaking involves a "Lockup Period," the delay in returning Digital Assets 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 specific due diligence of that Staking Providers beyond reasonable ground. The Staking providers may be domiciled outside of the UK and may not be subject to prudential supervision. Coinpass excludes any liability for such Staking Providers to the fullest extent permitted by applicable law.

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

TERMINATION

Coinpass at its sole discretion may immediately and without notice suspend, restrict, or terminate the User's access to any or all of the Coinpass Services and/or deactivate or cancel a User's Coinpass Account. The User agrees that Coinpass is under no obligation to disclose the reasons for the suspension or termination to the User.

The User may close their Coinpass Account at any time by withdrawing all balances and funds and informing Coinpass via the Coinpass Platform. There are no charges for closing or cancelling a Coinpass Account, although the User will be required to pay any outstanding fees and balances owed on the account. The User authorises Coinpass to cancel or suspend any pending transactions at the time of termination.

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

DATA PROTECTION

The User gives express consent to Coinpass to access, process, and retain any personal information or Coinpass Account Information provided to Coinpass for the purposes of providing the Coinpass Services. This consent is subject to the rights or obligations Coinpass or the User have in accordance with applicable data protection laws and regulations including the Privacy Policy.

The User may withdraw its consent by closing their Coinpass Account. However, Coinpass may retain and continue to process the User's personal information for other purposes, in accordance with this clause and the Privacy Policy.

The User acknowledges that Coinpass may process personal data in relation to the User, and personal data associated with other individuals, in connection with this Agreement, or the Coinpass Services. Coinpass shall process all personal data in accordance with the Privacy Policy and Data Protection Policy, which forms part of this agreement. Accordingly, the User represents and warrants that:

- disclosure to Coinpass of any personal data relating to individuals other than the User 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, the User has 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 the User with a replacement version of the Privacy Policy and Data Protection Policy, the User will promptly read the notices and provide a copy to any individual whose personal data has been provided to Coinpass.

LIABILITY

The 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. Coinpass does not make any representations or warranties that the Coinpass 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.

The User hereby agrees 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.

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

If the User claims that Coinpass failed to process a buy or sell transaction properly, damages are limited to no more than the combined value of the supported Digital Assets or User Funds involved in the transaction. The User 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.

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 Coinpass' or our subcontractors' negligence.

The User acknowledges 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. The User acknowledges 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.

Coinpass is not 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.

Coinpass 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 Coinpass makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon factors outside of our control.

Coinpass is not 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 is Coinpass liable where the breach is due to the application of mandatory legal rules.

COMPLAINTS

If the User wishes to raise a complaint, the User is advised to contact the Coinpass Support Team via email support@coinpass.com or the chat functionality on the Coinpass Platform. When you contact Coinpass please provide your name, address, and any other information Coinpass may need to identify you as the User, and any transactional information, if the query relates to a trade. Coinpass will consider the complaint without prejudice, based on the information provided by the User. Within 14 days of our receipt of the User's complaint, the Coinpass Support Team will, where possible, provide the User in writing 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.

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

If, however, the Coinpass Support Team are unable to resolve the matter, or you feel that our service has not met your expectations, and 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.

BANKING AND PAYMENT PROVIDERS

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

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

Coinpass uses multiple banking partnerships and providers across regions to ensure maximum flexibility and business resilience and service for inbound and outbound transfers.
OANDA Coinpass Limited UK Banking Partners:

- Enumis Limited
- BCB Group

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 LIMITED payee accounts.

OANDA Coinpass Limited EU Banking Partners:

- BCB Group

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

GENERAL

This section applies to all transactions completed using Coinpass Services, including User purchases or sale of Digital Assets directly from Coinpass Services, and any transaction in which a User loads Legal Tender into their Coinpass Account or Sub-account.

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

It is the User's 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. User transaction history is available through the User's Coinpass Account.

Coinpass grants the User a limited, non-exclusive, non-transferable licence, subject to the terms of this Agreement, to access and use the Coinpass Platform and related content, materials, and information (collectively, the "Content") solely for the purposes of accessing and receiving the Coinpass Services and for any other approved purposes as permitted by Coinpass from time to time. Details of Coinpass' Restricted Uses are contained in Schedule 1. Any other use of the Coinpass Platform or Content is expressly prohibited and all other right title and interest in the Coinpass Platform and Content is exclusively the property of Coinpass and/or its licensors. The User agrees 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.

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

Links to third-party materials (including without limitation, websites) may be provided as a convenience but are not controlled by Coinpass. The User acknowledges and agrees that Coinpass is 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 Platform.

Coinpass may make any changes to the Coinpass Services from time to time and may make changes to the Agreement by notifying the User in advance. Once notified by Coinpass, the User will be deemed to have accepted the change and continue to use the Coinpass Services if the User does not notify Coinpass prior to the date the change takes effect. If the User does not accept the change, this Agreement will terminate at the end of the one-month notice. The User may also end the Agreement immediately and free of charge with effect at any time before the expiry of the one-month notice.

Coinpass may also make amendments to the Agreement by posting the revised Agreement on the Coinpass 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 Platform at all times.

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. If the User suspects that their Coinpass Account or any of their security details have been compromised or they become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you, the User, or Coinpass, you must notify Coinpass Support as soon as possible by email at support@coinpass.com or via the chat facility on the Coinpass Platform.

The User must take any steps that Coinpass reasonably requires 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.

If Coinpass holds User funds or Digital Assets, and Coinpass is unable to contact the User and has no record of the use of Coinpass Services for two (2) years, applicable law may require us to report the User Funds or Digital Assets as unclaimed to the authorities in the relevant jurisdiction. Coinpass reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

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

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

The User must not create security over their User Funds or Digital Assets. 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.

Unless otherwise indicated by Coinpass, all copyright and other intellectual property rights in all Content and other materials contained on the Coinpass Platform or provided in connection with any Coinpass Services, including the Coinpass 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.

A 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.

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.

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

SCHEDULE 1: RESTRICTED USES

Users may not use their Coinpass Account to engage in the following categories of activity. The specific types of use listed below are representative, but not exhaustive. If a User is uncertain as to whether or not the use of Coinpass Services is restricted, please submit a request to Support via the Coinpass site.

When opening a Coinpass Account and using any Coinpass Services, the User confirms that they will not use the Coinpass 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 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 site that contains 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 site, through password mining or any other means;
- use the Coinpass Account information of another User to access or use the Coinpass 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 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 authorization 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

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 the Coinpass Terms and Conditions. Users should be aware of which order types are available on which Coinpass platform.

Order Types

Users can place an Order as either a "Limit Order" or a "Market Order". Not all order types are available on all Coinpass platforms. Limit Orders can be cancelled if they are not filled and there are no fees charged for cancelling these Orders.

Market Orders:

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".

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'.

Limit orders:

Limit Orders set the maximum or minimum price at which to complete a transaction. Limit Orders typically act 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.

Fees and Settlement

Coinpass charges a platform fee. The platform fee is linked to the User's Coinpass Account and can be viewed on. The fee is charged as a percentage of volume filled. The platform fee charged is debited as a User places an order, and the available balance is adjusted after each trade. Fee discounts are available to all Users based on prior trades executed.

Coinpass settles all Filled Orders immediately and this is reflected in the User's available balances (crypto and FIAT funds). Users can then withdraw FIAT funds and crypto assets subject to daily withdrawal limits and User account verification requirements.

Order Book Integrity

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 Coinpass is required to suspend or terminate a User's Coinpass Account;

- The User has placed or executed orders that Coinpass in its sole discretion suspect have engaged in abusive use of the Coinpass Platform or used connectivity to the Coinpass Platform in an unreasonable fashion;

- Coinpass suspects a User of market or Coinpass Platform manipulation;
- Technical issues occur where orders or trades did not occur in an orderly fashion or in accordance with the Coinpass Trading Rules and Conditions; or
- Clearly erroneous trades occur, such as those with obvious errors with respect to price, quantity, or any other parameters as determined by Coinpass.

Coinpass also reserves 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 Platform;
- restricting User access;
- restricting orders or cancelling resting orders; or
- any other actions deemed to be in the best interest of the market.

Users are prohibited from engaging in market manipulation. Market manipulation is defined as actions taken by any market participant or a person or User acting in concert with a 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.
- Market manipulation specifically includes, without limitation:
- Front-running;
- Washtrading;
- Spoofing;
- Layering;
- Churning;
- Quote stuffing

Users are not able to place an order which would result in self-execution. If two orders of the same quantity would result in self-execution, both orders shall be cancelled.

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.

Order Book Priority

Access to the Coinpass order book is “pari passu” for all Users. Coinpass does not provide prioritised 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 the Order Book. All Users accessing the Coinpass Platform are subject to the same Price-Time Priority.
Please note an order may be matched with a number of corresponding orders at the same price.

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.

Coinpass trades its own capital, and any User is subject to the same rule of “First Come First Served” basis as all other Users. Coinpass policies also prohibit all Coinpass employees from using inside, corporate, or proprietary information to trade crypto assets. All employees are required to trade Coinpass only supported assets on Coinpass products.

Maintenance and Interruptions

On occasions, Coinpass may suspend trading temporarily for maintenance or upgrades. Coinpass will notify all users via support of any scheduled maintenance detailing the:

- Scheduled time;
- Duration;
- Coinpass Services affected.

Once maintenance has been completed Users shall be notified. Resting Limit Orders may be cancelled at Coinpass’ sole discretion and Coinpass will notify any impacted User.

If a technical issue occurs preventing Users from placing or cancelling orders or accessing the Coinpass Platform via any permissible means, Coinpass may, at its 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 Platform is unavailable for 10 minutes or more Coinpass will endeavour to cancel any Resting Orders.