Developer Platform Terms of Service

Last modified: June 23, 2026

By using the Coinbase Developer Platform Tools (the "CDP Tools"), you are agreeing to these terms (the "Coinbase Developer Platform Terms", previously the Coinbase Cloud Terms). Please read all the terms carefully, because they explain what we expect from you and what you can expect from us.

These terms are between you and Coinbase. When we speak of "Coinbase," "we," "us," or "our," we mean Coinbase, Inc., Coinbase Crypto Services, LLC, or one of its affiliates that provide the CDP Tools, which includes any subsidiary or affiliate of Coinbase.

If you are entering into these terms on behalf of a company or other legal entity or organization, you represent that you have the authority to bind the entity or organization to these terms.

These terms are effective as of the first date that you use the CDP Tools. The CDP Tools include any infrastructure products, services, and applications available on the Coinbase Developer Platform infrastructure or as otherwise set forth herein.

1. Acceptance of The Coinbase Developer Platform Terms

By using the CDP Tools, you are agreeing to these terms. Please read all the terms carefully, because they explain what we expect from you and what you can expect from us.

If you reside in the United States or Canada, then you agree that you have read, understand, and accept the Coinbase Developer Platform Arbitration Agreement, which is hereby incorporated by reference and available here:

Coinbase Developer Platform Arbitration Agreement

By agreeing to the Coinbase Developer Platform Arbitration Agreement, you agree to resolve disputes with us via binding arbitration or in small claims court (instead of a court of general jurisdiction), and you agree to do so as an individual (instead of as a member of a class in a class action). To the extent that the law allows, you also waive your right to a trial by jury. For more information, see the section in these terms entitled "Arbitration Agreement, Class Action Waiver, and Jury Trial Waiver."

It is also important that you review the "Indemnification; Limitation of Liability" section in these terms.

Policies. Please also read our privacy policy, cookie policy, prohibited use policy, and any other terms that may be linked or referenced. By using the CDP Tools you are agreeing to these terms and policies as well as all applicable laws and regulations. If you do not agree to be bound by these terms, then you may not access or otherwise use the CDP Tools.

Entire Agreement. These Coinbase Developer Platform Terms, privacy policy, prohibited use policy, and any other terms referenced within these terms, the appendices, and any other written agreement, or contractual relationship between you and Coinbase, including the Coinbase User Agreement comprise the entire understanding and agreement between you and Coinbase regarding the CDP Tools, and supersede any prior discussions, agreements, and understandings (including without limitation any prior versions of these terms) between you and Coinbase in relation to the CDP Tools. The CDP Tools are the development applications, infrastructure tools, or other developer services provided by Coinbase and listed on this page or any other Coinbase-owned domain that is explicitly subject to these Coinbase Developer Platform Terms, including, but not limited to: any Coinbase application programming interface ("**API**") and any accompanying or related documentation, source code, smart contracts, executable applications, and other materials, data, or content obtained from, through or in connection with a Coinbase API, and any other Coinbase services or resources available on the Coinbase

Developer Platform home page, any other Coinbase-owned domain that is explicitly subject to these Coinbase Developer Platform Terms, GitHub (or other third-party hosting platform), or provided on Coinbase Developer Platform, which may be updated from time to time pursuant to these terms. These terms apply whether you use the CDP Tools for your internal purposes or to develop applications or other services for your end users.

Informational Purposes Only; No Advice. For the avoidance of doubt, the CDP Tools do not include or provide financial, investment, tax, legal, regulatory, accounting, business, or other advice, and you are solely responsible for determining whether any development, investment, investment strategy, or related transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance. Information provided by Coinbase on the Coinbase website or otherwise (including links to any third-party sites or communications with Coinbase representatives) does not constitute investment advice, financial advice, trading advice, legal advice, or any other sort of advice or recommendation, and you should not treat it as such. Coinbase does not recommend that any digital asset should be bought, earned, sold, or held by you. Coinbase will not be held responsible for the decisions you make to buy, sell, or hold any digital asset based on the information provided by Coinbase.

2. Updates to these Terms and the CDP Tools

Right to Update these Coinbase Developer Platform Terms. We may modify these terms at any time by posting the revised agreement on the Coinbase site and/or providing a copy to you. The revised terms will be effective as of the time of posting. By continuing to use the CDP Tools after the effective date of any revised terms, you agree to be bound by such terms. It is your responsibility to stay up to date with any changes to these terms.

Right to Update the CDP Tools. Coinbase may change, suspend, or discontinue the CDP Tools, in whole or in part, at any time, including the availability of any CDP Tools, without notice to you. We cannot provide a guarantee that future versions of the CDP Tools will be backwards compatible, and it is your responsibility to check the API documentation regularly to ensure proper configuration and usage. You acknowledge that an update, modification, or termination of the CDP Tools may adversely affect how your application accesses or communicates with the CDP Tools. You are responsible for ensuring you are able to continue to use the CDP Tools, particularly any tools that are or have undocumented parts. You acknowledge that it is your responsibility to ensure that your integration and use of any API is in conformance at all times with any instructions set forth in the then-current version of the documentation relating to such API. **Your continued use of the updated CDP Tools will constitute your binding acceptance of such modifications.**

3. Your Account

Registration. You may be required to create an account to use certain CDP Tools subject to these terms. You may be subject to additional registration requirements in order to access certain CDP Tools, you understand and agree that you will comply with such requirements and comply with and agree to any and all applicable terms of use. We reserve the right to suspend or terminate your account if you provide inaccurate, untrue, or incomplete information, or if you fail to comply with these terms or any other applicable terms of use.

Security Code Responsibilities. If you are provided with a security code to use any CDP Tool, you must use the security code provided to you in a secure manner so that it is not accessible by unauthorized third parties. You may not sell, sublicense, transfer, or otherwise disclose your account or security codes to any third party that does not agree with these terms. You should take steps to adequately secure your security code, such as your OAuth Tokens, including the measures specified here and here.

Your Account, Your Responsibility. You are responsible for all use that occurs under your account and security code, including any activities by you or any third parties that have access to your account information whether authorized or not. If you believe an unauthorized person has gained access to your account or security code, please refer to this page and follow the applicable instructions immediately.

4. User Representations and Warranties

You represent and warrant that:

If you are an individual, you are of legal age to form a binding contract.

If you're agreeing to these terms on behalf of an entity or other organization, you represent and warrant that you are authorized to agree to these terms on that entity's or organization's behalf and bind them to these terms (in which case, references to "you" and “your” in these terms, refer to that entity).

You will comply with all laws and regulations that apply to you, your use of the CDP Tools, and your actions and omissions that relate to the CDP Tools or other service provided by Coinbase (the “**Coinbase Services**”). We can’t and won’t be responsible for your use of the CDP Tools in a way that breaks the law or violates applicable regulations.

You agree that, in connection with the CDP Tools, you will comply with all applicable laws including but not limited to export restrictions, end-user restrictions, antiterrorism laws, anti-money laundering laws, and economic sanctions. You are not permitted to use the CDP Tools if doing so would, directly or indirectly, violate applicable laws, which include but are not limited to economic or financial sanctions or trade embargoes imposed, administered, or enforced by: the U.S. Department of the Treasury’s Office of Foreign Assets Control (including the Specially Designated Nationals (“**SDN**”) List and other non-SDN restricted or blocked parties lists); the U.S. Department of Commerce (including restrictions imposed by the Bureau of Industry and Security (“**BIS**”), such as the Export Administration Regulations (“**EAR**”)); the U.S. Department of State (including the International Traffic in Arms Regulations (“**ITAR**”)); the U.N.; the E.U.; the U.K.; or any other applicable national, regional, provincial, state, municipal or local laws and regulations (each as amended from time to time) (collectively "**Sanctions Laws**").

You further represent that, except as authorized or otherwise not prohibited under the terms of applicable Sanctions Laws, including any such licenses, exceptions or exemptions that may exist or be obtained thereto, that: (i) neither you nor anyone controlling or acting on your behalf, including but not limited to any relevant subsidiaries, affiliates, officers, directors, employees, agents, contractors, consultants, or ultimate beneficial owners, are the subject of Sanctions Laws, owned or controlled by someone that is the subject of Sanctions Laws, or performing any activities on behalf of someone who is the subject of Sanctions Laws; and (ii) neither you nor anyone controlling or acting on behalf of you, including but not limited to any relevant subsidiaries, affiliates, officers, directors, employees, agents, contractors, consultants, or ultimate beneficial owners, are located or headquartered in a comprehensively sanctioned jurisdiction (which currently includes Iran, Cuba, North Korea, Syria, and the Crimea, People’s Republic of Donetsk, and People’s Republic of Luhansk regions of Ukraine).

Additionally, you represent that, except as authorized or otherwise not prohibited under the terms of applicable Sanctions Laws, including any such licenses, exceptions or exemptions that may exist or be obtained thereto, you are not in connection with these services: (i) doing business with another person located or headquartered in a comprehensively sanctioned jurisdiction (which currently includes Iran, Cuba, North Korea, Syria, and the Crimea, People’s Republic of Donetsk, and People’s Republic of Luhansk regions of Ukraine); or (ii) contracting or doing business with any persons that are the subject of Sanctions Laws.

If you are an entity, you have adequate controls and systems in place to screen, and are fully responsible for screening, transactions of customers, sub-contractors, suppliers, vendors, and all other third parties who may assist, benefit from, or provide goods or services to, or receive goods or services from, you and to ensure compliance with applicable Sanctions Laws.

You will not instruct or otherwise cause Coinbase to engage in any transactions that would cause Coinbase to violate applicable laws and regulations, including applicable Sanctions Laws and applicable anti-money laundering, counter-terrorist financing, or anti-corruption laws and regulations.

Upon request, you will provide Coinbase with information and records required to satisfy Coinbase’s legal obligations.

Nothing in this clause is to be construed as authorization by Coinbase for you to export, sell, lease, transfer, market, or resell any products or services in violation of these terms.

You will promptly inform Coinbase in writing if any of the above representations and warranties cease to be true.

5. Fees; Payment Terms

Paid Services. The fees for the CDP Tools shall be as presented to you when you sign up to use or access a CDP Tool and are subject to any payment terms provided by Coinbase in connection with such CDP Tool. Please note that any payment terms presented to you in the process of using or signing up for an account (including, without limitation, as part of the onboarding or Account creation process) are deemed part of these terms.

Billing. We may use a third-party payment processor to bill you through a payment account linked to your account for use of the CDP Tools. The processing of payments through a payment processor will be subject to the terms, conditions and privacy policies of the payment processor. By choosing to use the CDP Tools, you agree to pay us, through a payment processor, in accordance with the applicable payment terms. We reserve the right to correct any errors or mistakes that the payment processor makes even if it has already requested or received payment.

Payment Method. The terms of your payment will be based on your payment method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method. If we, through the payment processor, do not receive payment from you, you agree to pay all amounts due on your billing account upon demand.

Recurring Billing. Some of the CDP Tools may consist of an initial period, for which there is a one-time charge, followed by recurring periodic or usage charges or a subscription plan with recurring charges, as agreed to by you. By choosing a recurring payment plan, you acknowledge that such CDP Tools have an initial and recurring payment feature, and you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT.

Current information required. You must provide current, complete and accurate information for your billing account. You must promptly update all information to keep your billing account current, complete and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify us or our payment processor if your payment method is canceled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your username or password. Changes to such information can be made at account settings. If you fail to provide any of the foregoing information, you agree that we may continue charging you for any use of the services under your billing account unless you have terminated your use of the CDP Tools.

Auto-Renewal. Unless you have terminated your subscription, any CDP Tools you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current rate for the applicable service (which rates are subject to change at any time at our discretion). To change or resign your CDP Tools at any time, go to Account settings. If you terminate your use of the CDP Tools, unless otherwise specified, you may use your subscription until the end of your then-current term, and your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee already paid for the then-current subscription period. IF YOU DO NOT WANT TO CONTINUE TO BE CHARGED ON A RECURRING MONTHLY BASIS, YOU MUST CANCEL THE CDP TOOLS THROUGH YOUR ACCOUNT SETTINGS OR TERMINATE YOUR ACCOUNT BEFORE THE END OF THE RECURRING TERM.

Reaffirmation of Authorization. Your non-termination or continued use of the CDP Tools reaffirms that we are authorized to charge your payment method for the CDP Tools. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the CDP Tools.

Please note that any payment terms and/or associated usage limitations presented to you in the process of using or signing up for the CDP Tools are deemed part of these terms.

Abusive Usage. Coinbase may monitor the CDP Tools for users abusing, circumventing, or attempting to abuse or circumvent restrictions associated with the CDP Tools or any applicable plans. Coinbase may take action against you including but not limited to billing you for overages, requiring you to upgrade your plan, discontinuing your use of the CDP Tools or your plan, or terminating your access to the CDP Tools if it is determined by Coinbase in its sole discretion that you employed means, or that your application or service permitted users, to circumvent any restriction or limitation applicable to a CDP Tool or your plan.

6. Licenses and Ownership

Coinbase's Intellectual Property. The CDP Tools, Coinbase logo, Coinbase name and other Coinbase marks ("**Coinbase Marks"**), and all related intellectual property rights (such as copyright, patents, trade dress, trade secrets, and trademarks) and any other proprietary rights, whether or not registered, arising under the operation of law, contract, international treaties, or otherwise ("**Coinbase Intellectual Property**"), are and shall remain the sole and exclusive property of Coinbase. For the avoidance of doubt, Coinbase Intellectual Property includes, but is not limited to, the Coinbase Marks.

CDP Tools License Grant. Coinbase grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the CDP Tools and underlying content available at https://cdp.coinbase.com for authorized purposes subject to these terms and conditions. You agree that violation of any of these terms will automatically terminate this license.

Open Source and Third Party Software. The CDP Tools may include open source or third party software ("**Third Party Software**"), and such software is made available to you under the terms of the applicable licenses. Where Third Party Software is provided on an "as is" basis, without any representations or warranties of any kind, neither does Coinbase make any representations or warranties, and all Third Party Software is subject to the limits on liability of these terms.

License to Coinbase Marks. You have no rights with respect to the Coinbase Marks except as expressly set forth herein, as used within the CDP Tools, or in a separate agreement with us. If you obtain our prior written consent, Coinbase may provide you with a limited, revocable, non-exclusive, non-transferable and non-sublicensable license to use and display Coinbase Marks solely to attribute the CDP Tools as the source of your application in accordance with these terms and applicable law. If Coinbase updates the Coinbase Marks that you have the permission to use, you agree to update such Coinbase Marks to reflect the most current versions. You must not use any Coinbase Marks, or any confusingly similar mark, as the name or part of the name of your application, or as part of any logo or branding of your application. All use of the Coinbase Marks (and goodwill associated therewith) will inure to the benefit of Coinbase. You agree not to take any action that is in conflict with Coinbase's rights in, or ownership of its Coinbase Marks, including without limitation use or registration of any Coinbase Marks, or confusingly similar mark, as the name or part of the name of your application, or domain name.

Limitation. Except as expressly granted in these terms, you have no right to use the Coinbase Intellectual Property, and both parties retain all rights to their respective intellectual property and other proprietary rights.

Third Party Content. The CDP Tools may contain some third party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies or these terms, and we may remove or refuse to display content. Finally, content accessible through the CDP Tools may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the CDP Tools may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

Public Statements. You will not make any statement regarding your use of the CDP Tools which suggests partnership with, sponsorship by, or endorsement by Coinbase without Coinbase's prior written approval.

Your License Grant to Coinbase. During the duration of these Coinbase Developer Platform Terms, you grant Coinbase, its affiliates, and any third parties working with Coinbase as development partners, hosting facilities, or in similar capacities, a fully paid-up, royalty-free, non-exclusive, worldwide, perpetual, transferable, sublicensable, irrevocable right and license under all of your intellectual property rights to:

- Use your brand (which includes all of your service marks, trademarks, logos, brand names or trade names), and copyrighted material to the extent it is incorporated into your application and in connection with the provision, maintenance, development and promotion of the CDP Tools, or other Coinbase Services; and
- Use, perform, display to the public, reproduce, distribute, make available, and import your application to provide, maintain, develop and market the Coinbase Services and CDP Tools.

Your Intellectual Property Representations and Warranties. You represent and warrant that your application, including but not limited to the name of the application and all content in your application, does not infringe the intellectual property rights of Coinbase or any third party. If you believe your application or application content infringes any intellectual property rights, please notify us immediately.

Your License Upon Termination of These Coinbase Developer Platform Terms. Upon termination of these terms, Coinbase will make commercially reasonable efforts, as determined in its sole discretion, to remove references or links to your application. Coinbase will have no additional obligations to delete references, links, or copies of your application.

Digital Asset Control and Ownership. Title to and control over your digital assets, or digital assets belonging to your end users, shall at all times remain with you (or your custodian or end user) and shall not transfer to Coinbase. As the owner of digital assets used in connection with the CDP Tools, you or your end users shall bear all risk of loss of such digital assets. Coinbase shall have no liability for digital asset fluctuations. None of the digital assets staked with Coinbase or otherwise used in connection with the CDP Tools are the property of, or shall or may be loaned or transferred to Coinbase. Coinbase does not represent or treat assets staked with Coinbase as belonging to Coinbase. We do not control your or your end users' digital assets, nor do we have the ability to withdraw, transfer, buy, or sell your or your end users' digital assets. You or your end users shall, at all times, retain control over electronic private keys associated with blockchain addresses and the ability to transfer your or your end users' digital assets, including the blockchain addresses that hold your or your end users' digital assets.

We may require you or your end users to disclose to us (or grant us permission to create on your behalf) private keys associated with the blockchain addresses for your or your end users' digital assets as may be required by the relevant protocol in connection with our staking services. The applicability of the foregoing will depend on the requirements set by each network protocol, determined in each network protocol's sole discretion; Coinbase does not have any control over such requirements or technical specifications. You or your end users shall remain solely responsible for all digital assets you stake or otherwise use in connection with the CDP Tools, including without limitation the responsibility for the safekeeping of the digital assets you or your end users use in connection with the CDP

Tools, including without limitations your or your end users' electronic private keys. For the avoidance of doubt, Coinbase has no control over or responsibility for any digital assets delegated to public community nodes.

7. API Calls and Compliance

Coinbase may set limits on the number of API calls that you can make or anything else about the CDP Tools at its sole discretion without notice. For example, we may limit your API calls in the interest of service stability. If you exceed the limits, Coinbase may bill you for overages, moderate your activity or cease offering you access to the Coinbase APIs altogether at Coinbase's sole discretion. You agree to such limitations and will not attempt to circumvent such limitations.

8. Termination

Termination Procedure. Coinbase may immediately terminate or suspend these terms, any rights granted herein, or your license to one or more of the CDP Tools, in whole or in part, at its sole discretion, at any time, for any reason without prior notice. Coinbase has the sole right to decide whether you are in violation of any of the restrictions or obligations set forth in these terms. Without limiting the foregoing, we may limit your application's access to the CDP Tools in our sole discretion which may negatively affect your application or your business, our Coinbase Services, or our ability to provide the Coinbase Services. We will not be liable to you or any third party for any costs or damages as a result of termination of these terms. You may terminate your use of the CDP Tools at any time by discontinuing your use of the CDP Tools pursuant to the termination procedures set forth in the appendix applicable to that CDP Tool or by contacting Coinbase here.

Consequences of Termination. Please refer to our privacy policy, as well as the licenses above, to understand how we treat information provided to us by you after you have stopped using the CDP Tools.

Obligations Upon Termination. Upon termination of these terms:

- Your licenses and rights to the CDP Tools and associated Coinbase Intellectual Property, and Coinbase Marks are terminated immediately; and
- You shall permanently delete all personal information received as a result of the CDP Tools, and provide Coinbase with certification that you have deleted all such personal information and Coinbase confidential information upon request. The definition of personal information depends on the applicable law based on your physical location, typically referring to data that identifies an individual or relates to an identifiable individual. Please see the privacy policy for additional information about what definition of personal information applies to you.

9. Use Restrictions

Any violation of these terms, including the restrictions described below, may result in suspension or termination of your access or use of all or any part of the CDP Tools in Coinbase's sole discretion. You agree to follow the restrictions below and you will not encourage or facilitate others to violate these restrictions.

Unless otherwise agreed with Coinbase in writing, you shall not, and shall not encourage or authorize others to:

- Use the CDP Tools in any manner that is not expressly authorized by these terms.
- Copy, rent, lease, sell, sublicense, or otherwise transfer your rights in the CDP Tools to a third party.
- Alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the CDP Tools.
- Use or access the CDP Tools for purposes of monitoring the availability, performance, or functionality of any of Coinbase's products and service or for any other benchmarking purposes.
- Refuse to comply with additional verification procedures in the event that your application seeks OAuth permissions to transfer digital assets in an amount greater than predefined limits. Additional verification may include evaluating the purpose of the requested permissions, data security controls, and other criteria at Coinbase's discretion.

- Refuse or restrict access to any data, including personal information, you collect from end users (including visitors, customers, or other types of individuals) ("**End User Data**") who are on or may access your application upon the end user's request for such data.
- Collect, cache, aggregate, or store data or content accessed via the CDP Tools other than for purposes allowed under these terms. You may not share such data or content with third parties in any manner without Coinbase's prior written authorization. Further, you are strictly prohibited from recording data or content accessed via the CDP Tools through the use of any automated programs, software, or any other method of screen scraping.
- Use the CDP Tools or any data or content contained therein in a manner that would constitute market manipulation or any other fraudulent or abusive purpose.
- Use the CDP Tools for any application that constitutes, promotes or is used in connection with spyware, adware, or any other malicious programs or code.
- Use the CDP Tools to encourage, promote, or participate in illegal activity, violate third party rights, including intellectual property rights or privacy rights, or to violate these terms or engage in any prohibited use or prohibited business as defined in the prohibited use policy.
- Use the CDP Tools to facilitate, engage, or otherwise participate in securities offerings that do not comply with the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Advisers Act of 1940, the Investment Company Act of 1940, or any applicable rules issued thereunder.
- Use the CDP Tools to facilitate, engage, or otherwise participate in virtual currency business activity involving the State of New York or a New York resident that does not comply with the laws of the State of New York or any rules regulations issued by the New York Superintendent of Financial Services, or any similar applicable rules issued by another state, territory, province, or other jurisdiction.
- Use the CDP Tools in a manner that could cause Coinbase or any of its affiliates to violate any applicable law, regulation, or rule, or that could cause Coinbase or any of its affiliates to violate any contractual terms, representations, or warranties.
- Use the CDP Tools in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise impacts the stability of Coinbase's servers or impacts the behavior of other applications using the CDP Tools.
- Display CDP Tools or Coinbase marks in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and Coinbase, other than as expressly permitted in writing by Coinbase.
- Attempt to cloak or conceal your identity or your application's identity when requesting authorization to the CDP Tools.
- Use the CDP Tools to (i) access or use any information not permitted by these terms, to (ii) circumvent or break any of Coinbase's administrative, technical or organizational security measures, (iii) disrupt, impair, overburden or degrade the CDP Tools or Coinbase Services, (iv) change the CDP Tools or Coinbase Services in any way, or (v) test the vulnerabilities of the services or CDP Tools without Coinbase's written authorization.
- You agree that Coinbase may offer products or services similar to your application in the future, and you will not have any rights to such products or services.
- Use any data collected from your use of CDP Tools, including Coinbase data, for advertising purposes, unless expressly permitted in an applicable product appendix.
- Use the CDP Tools to collect personal information from or provide services to end users under the age of 13 years old.
- Transmit any data related to your integration of the CDP Tools on a channel that is not secure and encrypted (e.g., HTTPS).

10. Privacy and Security

We respect the privacy of individuals and end users accessing or using the Coinbase Services and the CDP Tools and we expect you to do the same as a condition of using the CDP Tools.

Representations and Warranties. By accessing or using the CDP Tools, you represent and warrant the following:

- Provide End User Support. Your application or service must provide easily accessible and free-of-charge support contact information so that end users may contact you regarding any questions, particularly privacy or security concerns.
- Data Controller. You are solely responsible for your access, use, processing, disclosure and protection of End User Data. To the extent your processing of End User Data is subject to data protection laws in the European Economic Area, the United Kingdom, or similar data protection regimes ("**Applicable Data Protection Laws**"), you agree and acknowledge you are a data controller with regard to your processing of End User Data via the CDP Tools and Coinbase acts as a data processor on your behalf. The details of the processing are described in Appendix 2.

- Your Obligations. You are solely responsible for using the CDP Tools and processing End User Data in accordance with the requirements of Applicable Data Protection Laws, including providing any required notices to end users in connection with any use of your application and the CDP Tools. You shall have sole responsibility for the accuracy, quality and legality of End User Data and the means by which you acquired such End User Data. Without limiting the foregoing, in respect of End User Data, you shall:
- Provide All Necessary Privacy Notices and Information. Before collecting any End User Data, you will provide and adhere to a privacy policy for your application that:
- complies with all applicable laws, rules, and regulations;
- is conspicuously displayed to all end users of your application;
- clearly and accurately describes to your end users what End User Data you collect (such as login information, etc.), how you use and share such End User Data (including for advertising) with Coinbase and third parties, how you protect such End User Data, and explains to End Users their privacy rights to such End User Data;
- informs your end users of your use of cookies and similar tracking technologies, and whether you allow third parties to place cookies and similar tracking technologies on the end user's browser(s) or device to collect information about their behaviors;
- states options to End Users for cookie and tracking technology management;
- discloses to end users whether their personal information is transferred to a country that may offer less protection with respect to their personal information; and
- is at least as stringent as Coinbase's Privacy Policy.
- Lawfully Transfer End User Data to Coinbase. To the extent that you make a transfer of End User Data from the European Economic Area, the United Kingdom or Switzerland to countries which do not ensure an adequate level of data protection within the meaning of Applicable Data Protection Laws (a "**Restricted Transfer**"), the terms detailed in Appendix 3 shall apply.
- Provide Security Incident Notification. In the event your systems or infrastructure used for storage, processing or hosting End User Data are breached or compromised, or if End User Data is inadvertently exposed to non-authorized third parties, you shall notify Coinbase promptly of such incident or exposure including the root cause, remediation steps, and compensating controls to ensure such an incident does not occur in the future, except as prohibited from doing so by legal process or governmental authority. You shall cooperate with Coinbase in any additional remediation steps and compensating controls as deemed necessary or reasonable in Coinbase's sole discretion. You are responsible for providing End User notification under the Applicable Data Protection Laws and you will bear all costs incurred by Coinbase arising out of or in connection to your incident or exposure.

Coinbase's Processing of End User Data. As your data processor, Coinbase shall only process End User Data for the purposes of: (a) providing the CDP Tools; (b) otherwise performing Coinbase's obligations under these Coinbase Developer Platform Terms; and (c) in accordance with your instructions. You agree that in order to provide the CDP Tools to you (including maintaining and improving the CDP Tools), we will need to access and analyze certain End User data. If applicable law requires, you must explain this to End Users in your privacy policy.

In its processing of End User Data, Coinbase shall:

- immediately inform you if, in Coinbase's opinion, your instructions infringe applicable EU law;
- ensure that all Coinbase personnel (including employees, agents, contractors and subcontractors) whom Coinbase authorizes to process any End User Data have entered into appropriate contractually-binding confidentiality obligations;
- outside of Coinbase's existing sub-processors (details of which can be provided on request), which are hereby approved, notify you of any new sub-processors before authorizing such sub-processors to process End User Data;
- allow for you to reasonably object to the appointment of a new sub-processor by notifying Coinbase promptly in writing within ten (10) business days after being notified of the proposed new sub-processor, in which case Coinbase shall either: (a) use commercially reasonable efforts to make available to you a change in the CDP Tools to avoid the processing of End User Data by the objected-to new sub-processor; or (b) if Coinbase is unable to make available such change within a reasonable period of time (which shall not exceed thirty (30) calendar days), either party may terminate these Coinbase Developer Platform Terms and the provision of the CDP Tools without penalty. Coinbase shall liable for the acts and omissions of its sub-processors;
- to the extent legally permitted, promptly notify you if Coinbase receives a request from an end user exercising their rights in respect of End User Data, including, as applicable the rights to/of access, rectification, restriction, erasure, data portability or objection (a "**Data Subject Request**"). Taking into account the nature of the processing, Coinbase shall assist you by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment your obligation to respond to a Data Subject Request as required by Applicable Data Protection Laws;
- promptly notify you on receipt of any correspondence or requests from third parties in respect of End User Data ("**Third Party Requests**" and each a "**Third Party Request**"), unless Coinbase is prohibited from doing so under applicable law. Coinbase will not

disclose any End User Data in response to such Third Party Request without first consulting you and obtaining your prior written authorisation, unless legally compelled to do so;

- implement and maintain appropriate technical and organizational measures to protect End User Data against unauthorized or unlawful processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, End User Data (each a "**Security Incident**" and together the "**Security Incidents**");
- notify you without undue delay of any Security Incident and, where possible, such notification shall contain the following information (and may be provided in phases): (i) a description of the nature of the Security Incident (including, where possible, the categories and approximate number of End Users and data records concerned); (ii) the details of a contact point where more information concerning the Security Incident can be obtained; and (iii) its likely consequences and the measures taken or proposed to be taken to address the Security Incident, including to mitigate its possible adverse effects;
- ensure that any transfers of End User Data to third parties comply with Applicable Data Protection Laws;
- make available to you information necessary to demonstrate compliance with this Section 10 and allow for and contribute to audits, including inspections, conducted by you or your representatives, at reasonable intervals or: (a) if there are indications, in your reasonable opinion, of non-compliance with this Section 10; (b) where requested by a data protection authority. Before the commencement of any such audit the scope, timing, and duration of the audit shall be mutually agreed;
- where applicable and upon your request, provide you with reasonable cooperation and assistance needed to fulfill your obligation to carry out a data protection impact assessment related, to the extent that you do not otherwise have access to the relevant information, and to the extent such information is available to Coinbase. Coinbase shall provide you with reasonable assistance in cooperation or prior consultation with a data protection authority, to the extent required under Applicable Data Protection Laws; and
- upon termination of your use of the CDP Tools or the applicable agreement, including these terms, and your request, return or securely destroy all End User Data in Coinbase's possession and demonstrate to your satisfaction that Coinbase has taken such measures, unless applicable law prevents Coinbase from returning or destroying all or part of such End User Data.

Privacy and Security Features. You must not circumvent any privacy or security features that are part of the CDP Tools.

11. Compliance with Applicable Laws

Compliance is Your Responsibility. You may have additional obligations under local law other than those described in these terms, particularly if you are located outside the U.S. Such obligations may be more restrictive than these terms. Use of the CDP Tools does not ensure compliance with such laws, nor is Coinbase responsible for your compliance. You agree that you will comply with all U.S., foreign, federal, state, and local laws, rules and regulations applicable to your use of the CDP Tools. If you are an entity, you represent that you have adequate policies and procedures in place reasonably designed to ensure that you will comply with applicable law.

Surveillance. You will not knowingly allow or assist any government entities, public authorities, law enforcement, or other organizations to conduct surveillance or obtain data using your access to the CDP Tools in order to avoid serving legal process directly on Coinbase. Any such use by you or an associated legal entity or other organization results in a breach of these terms.

Unlawful or Discriminatory Purposes. You will not conduct, engage in or otherwise process end user personal information to analyze individuals or groups of natural persons for unlawful or discriminatory purposes.

12. Compliance

Compliance Audit Procedures. Coinbase, or a third party agent subject to obligations of confidentiality, shall be entitled to inspect and audit any records or activity related to your access to or use of CDP Tools for the purpose of verifying compliance with these terms. Coinbase may exercise its audit right at any time upon notice. You will provide your full cooperation and assistance with such audit and provide access to all CDP Tools in your possession or control, applicable agreements, and records. Without limiting the generality of the foregoing, as part of the audit, Coinbase may request, and you agree to provide, a written report, signed by an authorized representative, listing your then-current deployment of the CDP Tools. The rights and requirements of this section will survive for one (1) year following the termination of these terms.

Non-Compliant Applications. If you believe that someone is violating these terms or misusing the CDP Tools, please notify Coinbase Support at this page.

13. Indemnification; Limitation of Liability

Indemnification by You. You agree to release, indemnify, and hold us, our affiliates, service providers, and licensors, and each of their and our respective officers, directors, agents, joint venturers, employees and representatives harmless on demand, from and against:

- Any claims arising out of a dispute you have with another user of our services;
- Any claims brought by an end user related to your application or service, including the CDP Tools as they are used in your application or service;
- Any claims, proceedings, judgements, losses, liabilities, costs and expenses (including reasonable attorneys' fees) and/or fines or penalties imposed by a regulator) arising out of or related to your processing of End User Data;
- Any claims arising out of or related to your breach of these terms; and
- Any claims arising out of or related to your violation of any law, rule or regulation, or the rights of any third party.

Your release and indemnification of us is broad and extends to all damages (direct, consequential, punitive, or however characterized) and includes our attorneys' fees arising out of defending any of the above claims. Your release and indemnification of us also extends to any fines, fees, or penalties imposed by any governmental or regulatory authority.

WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR SLASHING PENALTIES, DAMAGES RELATED TO END USERS LOSING ACCESS TO ANY PRODUCTS OR SERVICES, MISSED REWARDS, LOSS OF PROFITS, REVENUES, REWARDS, BOND, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH ANY SUCH DAMAGES MAY BE BASED. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE CDP TOOLS, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THESE TERMS OR YOUR USE OF OR ACCESS TO THE CDP TOOLS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE CDP TOOLS, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE CDP TOOLS FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR ACCESS TO THE CDP TOOLS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 5, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THESE TERMS FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

The CDP Tools are provided "as is" and "as available." No promises or warranties should be implied (including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement).

If you are a resident of New Jersey, this limitation of liability is intended to apply only to the extent permitted by New Jersey law.

14. Disputes

If you have a dispute with us, you agree to first contact Coinbase Support via our Customer Support page. If Coinbase Support is unable to resolve your dispute, you agree to follow our Formal Complaint Process. You begin this process by completing the form on this page. If you would prefer to send a written complaint via mail, please include as much information as possible in describing your complaint, including your support ticket number, how you would like us to resolve the complaint, and any other relevant information to us at 82 Nassau St #61234, New York, NY 10038. The Formal Complaint Process is completed when Coinbase responds to your complaint or 45 business days after the date we receive your complaint, whichever occurs first. You agree to complete the Formal Complaint Process before filing an arbitration demand.

15. Arbitration Agreement, Class Action Waiver, And Jury Trial Waiver

If you reside in the U.S. or Canada, and if you have a dispute with us or if we have a dispute with you, the dispute shall be resolved through binding arbitration or in small claims court pursuant to the Coinbase Developer Platform Arbitration Agreement.

As an illustration only, the following is a summary of some of the terms of the Coinbase Developer Platform Arbitration Agreement:

- Disputes will be resolved individually (in other words, you are waiving your right to proceed against Coinbase in a class action). However, if you bring a coordinated group of arbitration demands with other claimants, you agree that the American Arbitration Association (AAA) must batch your arbitration demand with up to 100 other claimants to increase the efficiency and resolution of such claims.
- Certain disputes must be decided before a court, including (1) any claim that the class action waiver is unenforceable, (2) any dispute about the payment of arbitration fees, (3) any dispute about whether you have completed the prerequisites to arbitration (such as exhausting the support and Formal Complaint processes), and (4) any dispute about which version of the Coinbase Developer Platform Arbitration Agreement applies.
- In the event that a dispute is filed with a court that does not fall into one of the above four categories, either you or Coinbase may move to compel the court to order arbitration. If the court issues an order compelling arbitration, the prevailing party on the motion to compel may recover its reasonable attorneys' fees and costs.

If you reside outside the U.S. and Canada, then the Coinbase Developer Platform Arbitration Agreement does not apply to you.

16. General Provisions

Governing Law. California law governs these terms and the interpretation of this agreement, without regard to conflict of law principles.

Feedback. If you provide Coinbase with feedback, suggestions, or comments regarding the CDP Tools, you agree to provide a fully-paid up, royalty-free, non-exclusive, worldwide, transferable, sublicensable, perpetual, irrevocable right and license under all of your intellectual property rights to Coinbase to use, copy, modify, create derivative works, distribute, publicly perform, grant sublicenses to, and otherwise exploit in any manner such feedback, suggestions or comments, for any purpose, with no obligation of any kind to you.

Independent Contractors. These terms do not result in a joint venture, partnership, agency, or fiduciary relationship between you and Coinbase. The parties do not intend to create such a relationship under these terms. Nothing in these terms shall in any way restrict Coinbase from pursuing any business activities or from entering into any agreement with any other person or company.

Miscellaneous. Section headings in these terms are for convenience only and shall not govern the meaning or interpretation of these terms. In the event that Coinbase is acquired by or merged with a third party entity, we reserve the right to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control. Each corporate affiliate of Coinbase shall be a third party beneficiary to these terms, and such corporate affiliate shall be entitled to directly enforce, and rely upon, any provision of these terms. Other than the preceding sentence, nothing in these terms shall create any third party beneficiaries, or confer any rights in any third parties. You may not assign any rights or licenses granted under these terms. We reserve the right to assign our rights without restriction, including without limitation to any Coinbase affiliates, or to any successor in interest of any business associated with the Coinbase Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, these terms will bind and inure to the benefit of the parties, their successors and permitted assigns. If any of these terms shall be determined to be invalid or unenforceable under any rule, law, or regulation or any governmental agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible and the validity or enforceability of any other term shall not be affected. The failure or delay by Coinbase to exercise or enforce any right or provision of these terms or rights under applicable law shall not constitute a waiver of any such provisions or rights. Subject to the laws of each jurisdiction, in the event these terms, or any part thereof, is translated into other languages the English language version of these terms shall prevail to the extent there is a discrepancy between versions of these terms.

17. Contact Coinbase

If you have feedback, or general questions, contact us via our Customer Support webpage. When you contact us please provide your name and any other information we may need to identify you, your Coinbase account(s), and the CDP Tool on which you have feedback or questions.

If you believe your account has been compromised, you may also report your claim by calling +1 (888) 908-7930. Coinbase requires that all legal documents (including civil subpoenas, complaints, and small claims) be served on our registered agent for service of process. Current contact information for our registered agent in each state can be found here.

Please note that our registered agent will accept service only if the entity identified as the recipient of the document is identical to the entity registered with the Secretary of State and for which our registered agent is authorized to accept service. By accepting service of a legal document, Coinbase does not waive any objections we may have and may raise in response to such document.

18. Early Access Products

From time to time, we may offer services identified as early access, developer preview, beta, or test products (or by description of similar import) and make them available to you under these Terms (each, an "**Early Access Product**").

Your participation or use of an Early Access Product, will be governed by these terms, including without limitation the additional terms and limitations set forth in this section. You understand and acknowledge that the Early Access Product is still in a testing phase and is likely to contain errors and/or defects. In addition to the disclaimers set forth elsewhere in these terms, you agree that the Early Access Product is provided "AS IS" and "AS AVAILABLE." You should not rely on the performance or correct functioning of the Early Access Product, nor should you rely on it for production use. You understand and agree that we may change, withdraw, terminate your access to, testing of and/or use of, or discontinue the Early Access Product (or any portion thereof) at any time and in our sole discretion, with or without notice to you. Your use of the Early Access Product may be subject to additional limitations or conditions on a product-specific basis, which we may communicate to you through the platform, via email or through any other means as determined in our sole discretion. During your use of the Early Access Product, you will use commercially reasonable efforts to provide suggestions, comments or ideas and report issues or problems related to your use of the Early Access Product (collectively, "**Feedback**") to us in a timely basis or as otherwise agreed between the parties in writing (email will suffice). You agree not to disclose Feedback to any third party and hereby assign to us all right, title and interest in and to any Feedback, without any right to compensation or other obligation from us.

19. Promotional Free Trial

Coinbase and/or third parties on behalf of Coinbase may offer some users a free trial or other promotional subscriptions to one or more CDP Tools. Such trial or promotional subscription is subject to these Coinbase Developer Platform Terms and the terms of the applicable free trial or promotional subscription. Only one (1) trial or promotional subscription is available per user. Free trial eligibility is determined by Coinbase at its sole discretion and we may limit such eligibility or duration to prevent free trial abuse. Certain limitations may exist with respect to combining a free trial with any other offers. For some trials or promotional subscriptions, we may require you to provide your payment details to start the trial or promotional subscription. You will not receive a notice from Coinbase that your free trial has ended. BY PROVIDING PAYMENT DETAILS YOU AGREE THAT AT THE END OF YOUR APPLICABLE FREE TRIAL OR PROMOTIONAL SUBSCRIPTION PERIOD, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AND YOU WILL BE CHARGED THE SUBSCRIPTION FEE STATED IN YOUR OFFER EACH BILLING CYCLE UNTIL YOU CANCEL YOUR SUBSCRIPTION. To avoid charges to your payment method, you must cancel your free trial no later than the end of the period specified in the terms of the applicable free trial offer.

APPENDIX 1: ADDITIONAL SERVICES

In addition to the services described in the Coinbase Developer Platform Terms, additional CDP Tools and services (“**Additional Services**”) may be made available to you by Coinbase. The provisions for each Additional Service in this Appendix 1 apply to your use of such Additional Service, in addition to the other applicable provisions of the Coinbase Developer Platform Terms and Coinbase User Agreement. If you do not use any Additional Services, then this Appendix does not apply to you.

1.1 Paymaster & Bundler

1. Paymaster & Bundler Description

Developers can use the Paymaster and Bundler Product (the “**Paymaster Product**”) in connection with the Base ecosystem. The Bundler submits transactions (known as 'user operations') from smart accounts for transaction inclusion on the Base network. The Paymaster allows developers to sponsor the gas of their end user's user operations. Paymaster credits will be extended to Coinbase Developer Platform customers, intended to cover some initial amount of sponsorship cost. The Paymaster Product is offered by Coinbase Crypto Services, LLC, a wholly owned subsidiary of Coinbase Global, Inc.

2. License Grant.

License Grant. Coinbase grants you a gratis, limited license in accordance with the instructions provided by Coinbase in writing, to use the Paymaster Product as an Early Access Product, subject to Section 18 of the Coinbase Developer Platform Terms.

New Features. Coinbase reserves the right to modify and continue to develop the Paymaster Product, and may make new or experimental features available to you, including but not limited to multichain functionality in the future.

Fees and Billing. You will be responsible for any amounts owed in connection with your use of the Paymaster Product. You may be billed in a variety of manners, including invoicing in arrears, or having your credit card on file automatically charged for the amount that you owe. Applicable taxes may be included in any amounts charged.

Interruption of Access. Coinbase reserves the right to interrupt access to the Paymaster Product in the case (i) of continuous overdue invoices, (ii) of unpaid mainnet sponsorship amounts in excess of $10,000, or (iii) where Coinbase determines that potentially unlawful or otherwise violative activities are involved.

3. Definitions

Base: Base is a layer-2 blockchain developed by Coinbase Technologies, Inc., and built on Ethereum.

Bundlers: Bundlers are a type of Ethereum node that supports UserOperations, instead, (or in addition to) typical Ethereum transactions.

Dapp: Decentralized application or programs that operate on a blockchain or peer-to-peer network instead of a single computer.

Documentation: Documentation includes but is not limited to manuals, specifications, and any materials describing the functionality, features, operating characteristics, and use of the Services as provided by Coinbase.

Paymaster Credits: Paymaster credits refer to credits provided to you via the Paymaster, allowing you to sponsor gas fees on behalf of another user or entity.

Paymaster: A paymaster is a mechanism responsible for handling the payment of transaction fees. A paymaster might act as a facilitator for transactions, ensuring that the necessary fees are paid and the transaction is correctly processed on the blockchain. In this context, the team would like to use the paymaster to pay for the gas fees (transaction fees) on behalf of users for a select amount of DApps.

User Operations: A UserOperation is an onchain transaction submitted to the Bundler by your Dapp.

4. Additional Representations and Warranties

You understand, agree, acknowledge, represent and warrant that:

4.1. Your end-users are your customers, not of Coinbase who does not maintain accounts or relationships with them;

4.2. You are solely responsible for implementing policies, procedures and controls, for your end users and their use of the Coinbase Developer Platform Paymaster/Bundler product, that are reasonably designed to comply with applicable anti-money laundering, counter-terrorist financing or Sanctions Laws and, in furtherance of Section 4 of the Coinbase Developer Platform TOS, will not rely on Coinbase to fulfill any such obligations;

4.3. You have implemented similar policies, procedures and controls to ensure any sub-contractors, vendors, suppliers or any other third party acting on the your behalf that use the Coinbase Developer Platform Paymaster/Bundler Product will do so in a manner that complies with applicable AML and Sanctions Law;

4.4. You will perform all legally necessary due diligence on its end users prior to, and will perform ongoing due diligence of the end users as required by applicable AML and Sanctions laws; and

4.5. You will not instruct or otherwise cause Coinbase to engage in any transactions that will cause Coinbase to violate applicable laws and regulations, including applicable AML and Sanctions Laws, and will indemnify Coinbase for any penalties incurred by Coinbase for doing so.

4.6. You acknowledge and agree Digital Asset control, title, and ownership shall at all times remain with you or your end users, and shall not transfer to Coinbase, as outlined and further noted in Section 6 of the Coinbase Developer Platform TOS. For the avoidance of doubt, use of Coinbase Developer Platform Paymaster/Bundler Product does not involve or create any type of custodial relationship between you or your end users and Coinbase.

1.2 OAUTH.

1. Definitions

OAuth means the APIs and other software that enable an authorization framework for Coinbase account holders to grant third-party applications such as your application, continued authorization to securely access the end user's Coinbase account on an ongoing basis to access services on the Coinbase Platform from within your application without requiring the Coinbase accountholder to share their login credentials or API keys for each future access and transaction.

Coinbase Platform means the Digital Asset exchange offered by Coinbase, together with related products and services, including but not limited to OAuth.

End User means users of OAuth that have a Coinbase Account.

2. Eligibility

If you wish to use OAuth you will need to request access and must meet certain eligibility requirements if not authorized through a separate arrangement. Eligibility requirements are subject to change.

3. End User Support

Coinbase shall be responsible for providing support to end users for matters related to the Coinbase Platform. You shall provide support to end users for matters related to your application and your use of OAuth.

4. Permissible Use

By using OAuth you are agreeing to these terms and have already agreed to the Coinbase Developer Platform Terms. You shall use OAuth in compliance with the Coinbase Prohibited & Conditional Use Policy and shall not use OAuth in violation of the Use Restrictions outlined in Section 9 of the Developer Platform Terms of Service. You additionally agree and acknowledge that:

- If using OAuth, you requested access to use OAuth, you received permission from us to use OAuth and you agree to the fees associated with OAuth.
- Any use of OAuth in violation of, or any application that violates, any rules promulgated by a third-party payment network, including without limitation, credit and debit card payment networks, whether or not such rules have been explicitly communicated to you in advance, shall constitute a breach of this agreement.
- You hereby agree that your application will comply at all times during the term of this agreement with applicable laws and Coinbase User Agreements and any requirements set forth therein with respect to your application.
- Coinbase accounts may be subject to end user limits on lifetime or periodic transaction counts or volume. End users that exceed such limits may be temporarily restricted.
- You are solely responsible for making an independent determination as to whether Coinbase's technical and organizational measures meet your requirements. You agree that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of personal data as well as the risks to individuals) the security measures and policies implemented and maintained by you provide a level of security appropriate to the risk with respect to end user's data. You will implement security measures in adherence to the Coinbase Developer Platform Terms.

5. Indemnification

In no event shall Coinbase be responsible for verifying the accuracy of any end user instructions. You will indemnify, defend, and hold Coinbase harmless from and against any claim from an end user related to your use of OAuth. You agree to the Indemnification; Limitation of Liability outlined in Section 13 of the Coinbase Developer Platform Terms. Specifically you agree to release, indemnify, and hold us, our affiliates, service providers, and licensors, and each of their and our respective officers, directors, agents, joint venturers, employees and representatives harmless on demand, from and against:

- Any claims arising out of a dispute regarding unauthorized use of OAuth relating to your application or service;
- Any claims brought relating to compromised use of security relating to your application or service, including the CDP Tools as they are used in your application or service; and

- Any claims relating to the safekeeping of the digital assets you or your end users use in connection with OAuth, including without limitations your end users' electronic private keys.

Your release and indemnification of us is broad and extends to all damages (direct, consequential, punitive, or however characterized) and includes our attorneys' fees arising out of defending any of the above claims. Your release and indemnification of us also extends to any fines, fees, or penalties imposed by any governmental or regulatory authority.

6. Fees

You may not charge any end user any fee for access to or use of OAuth. You shall be liable to Coinbase for fees presented to you when you were granted access to use OAuth. You acknowledge that Coinbase will in its sole discretion collect directly from end users fees for services on the Coinbase Platform accessed by end users through the OAuth. Fees are subject to change at Coinbase's discretion. You agree to provide Coinbase with written notice of termination at least 30 days prior to the intended termination date. Fees for partial months shall be prorated.

7. Termination

Coinbase may immediately terminate or suspend these terms, any rights granted herein, in whole or in part, at its sole discretion, at any time, for any reason without prior notice. Coinbase has the sole right to decide whether you are in violation of any of the restrictions or obligations set forth in these terms. Without limiting the foregoing, we may limit your application's access to OAuth in our sole discretion which may negatively affect your application or your business. We will not be liable to you or any third party for any costs or damages as a result of termination of these terms. If Coinbase terminates your service, you will be charged a prorated fee from the start of your billing period to the termination date.

1.3 Base Ledger Services

"Base Ledger Services" means certain Coinbase Developer Platform Tools that enable eligible customers to interact with a Coinbase or customer-designated ledger through smart contract functionality on Base, including deposit and withdrawal functionality, portal contracts, related APIs, prepared call data, encryption tooling for deposit recipients, withdrawal authorization tooling, documentation, and any related interfaces or materials made available by Coinbase.

Base Ledger Services are offered by Coinbase Crypto Services, LLC, Coinbase, Inc., or one of their affiliates, as identified by Coinbase in the applicable onboarding materials, product documentation, or order flow.

By using Base Ledger Services, you agree that this Section 1.3 of Appendix 1 and the Coinbase Developer Platform Terms apply to your use of Base Ledger Services. If you do not use Base Ledger Services, this section does not apply to you.

1. Access; Eligibility; Onboarding

You may be required to apply for access to Base Ledger Services and satisfy additional eligibility, onboarding, diligence, technical, or compliance requirements before you are permitted to use them.

Access to Base Ledger Services may be limited to approved customers, approved use cases, supported jurisdictions, supported assets, supported integrations, or supported account types, as determined by Coinbase in its sole discretion.

Coinbase may require you, your application, your end users, your counterparties, or any relevant wallet addresses to satisfy identity, sanctions, transaction-monitoring, geofencing, screening, or other compliance requirements before deposits, withdrawals, or other functionality are enabled.

2. Description of the Service

Base Ledger Services enable eligible customers to initiate certain ledger-related actions through onchain interactions on Base, including by submitting transactions to a portal contract or other designated smart contract, and by using Coinbase APIs or related tooling to prepare or authorize such transactions.

Base Ledger Services may support, among other things, deposit-by-contract-call and withdrawal-by-contract-call flows, including flows that use encrypted deposit recipient data or Coinbase-generated withdrawal authorization data.

Base Ledger Services are a developer service and infrastructure tool. They do not constitute advice, and they do not create any obligation on Coinbase to support any particular asset, integration, contract flow, jurisdiction, customer, or use case.

3. Documentation; Product Changes

Your use of Base Ledger Services must at all times comply with the then-current Documentation and any implementation instructions provided by Coinbase.

Coinbase may add, remove, modify, suspend, or discontinue any feature, workflow, asset support, contract flow, API, encryption method, compliance requirement, or other aspect of Base Ledger Services at any time, including where Coinbase determines such action is necessary for legal, regulatory, risk, security, operational, or product reasons.

4. Privacy and Disclosure Acknowledgements

Base Ledger Services are designed to limit public visibility of certain transaction details on Base, including in some cases by shielding recipient or sender information from public block explorers. Base Ledger Services are not an anonymity product and do not guarantee anonymity, confidentiality from Coinbase, or confidentiality from regulators, law enforcement, or other third parties that may obtain information through lawful process or through their own visibility into relevant systems or transactions.

You acknowledge and agree that:

- information related to your use of Base Ledger Services may be visible on public blockchains, including Base, and blockchain data may be public, persistent, and difficult or impossible to modify or delete;
- Coinbase may access, collect, monitor, retain, analyze, and disclose information relating to your use of Base Ledger Services as necessary to provide the services, enforce these terms, comply with law, manage risk, conduct investigations, respond to legal process, or protect Coinbase, its users, or third parties;
- privacy or confidentiality outcomes may depend on transaction volume, integration design, wallet behavior, operational choices, and other factors outside Coinbase’s control; and
- Coinbase may describe the current functionality, limitations, and visibility model of Base Ledger Services in the Documentation, and you are responsible for reviewing that Documentation before use.

5. Customer Responsibilities

You are solely responsible for:

- your use of Base Ledger Services and the use of Base Ledger Services by your application, personnel, service providers, and end users;
- ensuring that your use of Base Ledger Services, and any deposits, withdrawals, transfers, or related transactions you initiate or enable, comply with all applicable laws and regulations;
- implementing and maintaining policies, procedures, and controls reasonably designed to comply with anti-money laundering, sanctions, counter-terrorist financing, consumer protection, privacy, and other applicable legal requirements;
- providing any notices, disclosures, authorizations, and consents required for your collection, use, submission, encryption, disclosure, or other processing of recipient data, wallet data, end user data, or transaction instructions; and
- the accuracy and completeness of all transaction data, recipient data, wallet addresses, calldata, signatures, and other information you provide or cause to be submitted in connection with Base Ledger Services.

You will not use Base Ledger Services to conceal illicit activity, evade sanctions or law enforcement, mislead end users about the nature or scope of privacy provided, or otherwise violate the Coinbase Developer Platform Terms, the Coinbase Prohibited Use Policy, or applicable law.

6. Onchain Transactions; Smart Contract Risks

Your use of Base Ledger Services may require you or your end users to interact with smart contracts on Base. You acknowledge and agree that blockchain transactions are irreversible once confirmed, may fail, may be delayed, may be executed incorrectly if malformed data is provided, and may expose you to fees, slippage, loss, delay, or other risks.

Coinbase is not responsible for losses arising from:

- incorrectly prepared, submitted, signed, or encrypted transaction data;
- use of unsupported or incompatible wallets, contracts, assets, or integrations;
- user error, integration error, third-party wallet behavior, or third-party smart contracts;
- network congestion, forks, validator or sequencer issues, reorgs, outages, or other blockchain-related events; or
- the suspension, rejection, delay, or blocking of a transaction based on Coinbase compliance, risk, or security controls.

7. No Change to Underlying Custody or Account Terms

Base Ledger Services do not, by themselves, alter the allocation of custody, title, control, or account ownership otherwise provided under any separate agreement governing the relevant Coinbase account, Coinbase ledger relationship, custodial service, payment service, or other underlying product.

To the extent your use of Base Ledger Services interacts with another Coinbase product or service, that product or service may be subject to additional terms, disclosures, or account requirements, and you remain responsible for complying with them.

8. Suspension; Restriction; Termination

Without limiting any other rights under the Coinbase Developer Platform Terms, Coinbase may restrict, pause, condition, reject, reverse where technically possible, suspend, or terminate your access to Base Ledger Services, or any transaction or functionality associated with Base Ledger Services, at any time and in its sole discretion, including where Coinbase believes such action is necessary for legal, regulatory, sanctions, anti-money laundering, security, fraud, abuse, operational, reputational, or risk-management reasons.

Coinbase may also impose asset limits, address screening requirements, transaction limits, jurisdiction restrictions, allowlists, deny-lists, access controls, or other guardrails in connection with Base Ledger Services.

9. Fees

Fees for Base Ledger Services, if any, will be presented to you during onboarding, through the CDP portal, in an order form, through product documentation, or otherwise by Coinbase, and such fees and payment terms are incorporated into these terms.

Coinbase may charge recurring fees, usage-based fees, implementation fees, or transaction-related fees for Base Ledger Services, and may modify such fees in accordance with the Coinbase Developer Platform Terms.

10. Early Access

Base Ledger Services may be offered as an Early Access Product, beta product, private beta, limited release, or similar designation. If so, Section 18 of the Coinbase Developer Platform Terms applies in addition to this section.

11. Additional Definitions

For purposes of this Section 1.3:

- “Documentation” means the manuals, technical specifications, API references, smart contract documentation, integration guides, implementation requirements, and other materials Coinbase makes available for Base Ledger Services.
- “Portal Contract” means a smart contract designated by Coinbase for facilitating deposits to or withdrawals from a supported ledger through Base.
- “Base” means the Base network and any related testnet, mainnet, or successor network designated by Coinbase for use with Base Ledger Services.

APPENDIX 2: DATA PROCESSING DETAILS

Data subjects

End User Data relates to End Users of your application.

Categories of data and processing operations

The End User Data processed by Coinbase may include the following categories of data, if required to provide the applicable CDP Tool: (1) IP addresses of End Users; and (2) end Users' public wallet addresses, and any other End User Data that must be processed in order to provide the CDP Tools.

APPENDIX 3: RESTRICTED TRANSFERS

Where you make a Restricted Transfer of End User Data to Coinbase, Module Two of the clauses adopted pursuant to the European Commission's decision (2021/914) of 4 June 2021 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection pursuant to Regulation (EU) 2016/679 (the "**Controller to Processor Clauses**"), or the applicable Swiss or UK version, shall apply and are incorporated by reference, subject to the terms in this Appendix 3.

For the purposes of the Controller to Processor Clauses, you agree to the following:

1.1. Instructions. The Coinbase Developer Platform Terms are your complete and final instructions for the processing of End User Data. Any additional or alternate instructions must be consistent with the Coinbase Developer Platform Terms. For the purposes of Clause 8.1 of the Controller to Processor Clauses, your instructions to process End User Data are set out in Section 10 of the Coinbase Developer Platform Terms.

1.2. Docking clause. The option under Clause 7 of the Controller to Processor Clauses shall not apply.

1.3. Security of Processing. For the purposes of Clause 8.6 of the Controller to Processor Clauses, you are solely responsible for making an independent determination as to whether Coinbase's technical and organizational measures meet your requirements and you agree that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Personal Data as well as the risks to individuals) the security measures and policies implemented and maintained by Coinbase provide a level of security appropriate to the risk with respect to the End User Data. For the purposes of Clause 8.6(c) of the Standard Contractual Clauses, personal data breaches will be handled in accordance with Section 10 of the Coinbase Developer Platform Terms.

1.4. General authorization for use of Sub-processors. Option 2 under Clause 9 of the Controller to Processor Clauses shall apply. For the purposes of Clause 9(a) of the Controller to Processor Clauses, Coinbase has your general authorization to engage sub-processors in accordance with Section 10 of the Coinbase Developer Platform Terms.

1.5. Copies of Sub-processor Agreements. The parties agree that the copies of the sub-processor agreements that must be provided by Coinbase pursuant to Clause 9(c) of the Controller to Processor Clauses may have all commercial information, or clauses unrelated to the Controller to Processor Clauses, removed by Coinbase beforehand, and that such copies will be provided by Coinbase in a manner to be determined in its discretion, only upon request.

1.6. Audits of the Standard Contractual Clauses. You agree that the audits described in Clause 8.9 of the Controller to Processor Clauses shall be carried out in accordance with Section 10 of the Coinbase Developer Platform Terms.

1.7. Requests for End User Data. For the purposes of Clause 11 of the Controller to Processor Clauses, and subject to Section 10 of the Coinbase Developer Platform Terms, Coinbase shall inform you if it receives a Data Subject Request or a Third Party Request with respect to End User Data and shall, without undue delay, communicate such request to you. Coinbase shall not otherwise have any obligation to handle the request (unless otherwise agreed with you in writing). The option under Clause 11 of the Controller to Processor Clauses shall not apply.

1.8. Liability. Coinbase's liability under Clause 12(b) of the Controller to Processor Clauses shall be limited to any damage caused by its processing where Coinbase has not complied with its obligations under the GDPR specifically directed to processors, or where it has acted outside of or contrary to your lawful instructions, as specified in Article 82 GDPR.

1.9. Certification of Deletion. The Parties agree that the certification of deletion of End User Data that is described in Clauses 8.5 and 16(d) of the Controller to Processor Clauses shall be provided by Coinbase only upon your written request.

1.10. Supervision. Clause 13 of the Controller to Processor Clauses shall apply as follows:

i. where you are established in an EU Member State, the supervisory authority with responsibility for ensuring compliance with the GDPR as regards the data transfer shall act as competent supervisory authority;

ii. where you are not established in an EU Member State, but fall within the territorial scope of application of the GDPR in accordance with its Article 3(2) and have appointed a representative pursuant to Article 27(1) of the GDPR, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of the GDPR is established shall act as competent supervisory authority;

iii. where you are not established in an EU Member State, but fall within the territorial scope of application of the GDPR in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of the GDPR, the Irish Data Protection Commission shall act as competent supervisory authority; or

iv. where you are established in the United Kingdom, the ICO shall act as competent supervisory authority.

1.12. Notification of Government Access Requests. You agree that, for the purposes of Clause 15(1)(a) of the Controller to Processor Clauses, the notification of government access requests shall be carried out in accordance with Section 10 of the Coinbase Developer Platform Terms. You shall be solely responsible for promptly notifying the data subject as necessary.

1.13. Governing Law. The governing law for the purposes of Clause 17 of the Controller to Processor Clauses shall be laws of Ireland.

1.14. Choice of forum and jurisdiction. For the purposes of Clause 18 of the Controller to Processor Clauses, any dispute arising from the Standard Contractual Clauses shall be resolved by the Irish courts.

1.15. Appendix. The Appendix shall be completed as follows:

i. you shall be the controller and data exporter of End User Data and Coinbase shall be the processor and data importer of End User Data for the purposes of Annex I.A to the Controller to Processor Clauses and the contact information for each shall be as set out in the applicable agreement;

ii. the contents of Appendix 2 shall form Annex I.B to the Controller to Processor Clauses; and

iii. the contents of the Section 10 of the Coinbase Developer Platform Terms shall form Annex II to the Controller to Processor Clauses.

1.16. Third Party Beneficiary Rights. Insofar as Coinbase owes obligations to an End User as a third party beneficiary by virtue of agreeing to in substance process End User Data in accordance with the data protection obligations that are imposed by the Controller to Processor Clauses, Coinbase's third-party liability shall be limited to its own processing operations under the Coinbase Developer Platform Terms.

1.17. Alternative transfer mechanisms. If and to the extent that you adopt an alternative data export solution for Restricted Transfers, the Controller to Processor Clauses shall no longer apply and Coinbase shall take any action (which may include execution of documents) required to give effect to such solution and the alternative transfer mechanism will apply instead.

Token Manager

Institutions

Prime

Staking

Exchange

International Exchange

Derivatives Exchange

Verified Pools

Developers

Developer Platform

Base

Server Wallets

Embedded Wallets

Base Accounts (Smart Wallets)

Onramp & Offramp

x402

Trade API

Paymaster

OnchainKit

Data API

Verifications

Node

AgentKit

Staking

Faucet

Exchange API

International Exchange API

Prime API

Derivatives API

Asset prices

Bitcoin price

Ethereum price

Solana price

XRP price

Stock prices

NVIDIA price

Apple price

Microsoft price

Amazon price