



[CoinBurp](#) > [Service](#) > [Legal](#)

 Start typing your search...

Terms of Use

Effective date: 7th October 2019

These Terms of Use and any terms expressly incorporated herein ("**Terms**") apply to your access to and use of any services made available by CoinBurp LTD. ("**CoinBurp**") through CoinBurp's websites, mobile applications, APIs or developer tools, and any other related services provided by CoinBurp.

These Terms constitute a binding agreement between you and CoinBurp. By clicking a checkbox or a button that contains words such as "I Agree" when these Terms are presented to you or, if earlier, by accessing or using any Services, you agree to be bound by these Terms. The Privacy Policy, Trading Rules, and all other rules, policies and procedures posted on the Site constitute a part of and are hereby incorporated by reference in their entirety into these Terms.

Please review these Terms periodically to ensure that you understand all the terms and conditions that apply to your access to and use of the Services. Certain capitalised words and phrases used in these Terms are defined in Section 2.

If you have any questions regarding the use of the Site or Services, please contact our support team at support@coinburp.com.

1 Overview of Services; Fees

1.1 General

CoinBurp's Services provide a digital platform for the acquisition, trading and storage of, and

other services related to, certain Digital Assets, as described in further detail in Services. Only those users who have an approved CoinBurp Account may use the Services.

1.2 Pricing and Fees

You agree to pay CoinBurp all fees described in the Trading Rules or otherwise posted on the Site, as may be updated by CoinBurp at CoinBurp's discretion from time to time. Any updates to fees will apply prospectively to any Trades or other transactions that take place following the effective date of such updates. You authorise CoinBurp to remove Funds from your CoinBurp Account for any applicable fees owed by you under these Terms.

You are solely responsible for any fees charged by third parties in connection with your use of the Services, including without limitation fees charged by financial institutions in connection with your transfer of Legal Tender to or from an External Account.

2 Definitions

The following is a non-exhaustive list of defined words and phrases that are used frequently throughout these Terms.

"Citizen or Resident" means an individual who is a citizen or resident of, or a Corporate User that is established, incorporated or domiciled in, a particular country, territory, state or other jurisdiction.

"Digital Asset" means a cryptocurrency, cryptographic token, or other digital right or asset, such as bitcoin and ether.

"Digital Asset Address" means an alphanumeric identifier that represents a possible destination or source for a Digital Asset transfer.

"External Bank Account" means an account in your name with a financial institution from or to which you intend to transfer Legal Tender.

"Funds" means Digital Assets and/or Legal Tender, as the context requires.

"Legal Tender" means a currency designated as legal tender in a particular country or jurisdiction, such as U.S. dollars.

"CoinBurp Account" means an approved individual or corporate account to use the services.

"Order" means an instruction entered by you through the Services to execute a Trade.

"Privacy Policy" means the Privacy Policy and the Cookies Policy made available on the Site.

"CoinBurp Materials" means the Services, the Site, and all technology, content and other materials used, displayed or provided in connection with the Services or the Site, including the Developer Tools.

"Risk Disclosure Statement" means CoinBurp's Risk Disclosure Statement made available on the Site.

"Services" means the services made available by CoinBurp through the Site and CoinBurp's mobile applications and any other related services made available to you by CoinBurp, including without limitation the storage, transfer, and trading of Digital Assets. (as defined in Section 14.1).

"Site" means, collectively, the websites operated by CoinBurp with the domain names "CoinBurp.com" and "CoinBurp.com", including all subdomains and variations, and any other domains through which CoinBurp offers the Services at any time.

"Trade" means your acquisition or disposition of Digital Assets in exchange for other Digital Assets or Legal Tender through the Services.

"Trading Rules" means CoinBurp's Trading Rules made available on the Site.

3 Risk Disclosure Statement

Using the Services, including use to acquire, trade, or hold Digital Assets, involves significant risks. Examples of such risks are summarized in the Risk Disclosure Statement. By using the Services, you accept all risks of acquiring, trading, holding or otherwise transacting with Digital Assets through the Services.

You may lose Digital Assets, your Digital Assets may lose some or all of their value, you may be unable to acquire, transfer, trade, or access Digital Assets, you may be unable to receive financial benefits available to other holders of Digital Assets, and you may suffer other types of financial losses. You should not acquire any Digital Assets unless you can afford to lose the entire value of those Digital Assets.

You are responsible for making an independent evaluation of the merits and risks, and the security, integrity and operation and platform of any Digital Assets that you decide to acquire or trade. You represent and warrant that you have sufficient knowledge, experience, understanding and information to make such evaluations and have taken such professional advice as you deem

necessary.

4 Eligibility

4.1 Individual Users

If you are an individual using the Services on your own behalf, you represent and warrant that: (1) you are at least 18 years of age and are of legal age to form a binding contract and (2) you have not previously been suspended or prohibited from using the Services. You may only use the Services and your CoinBurp Account for your own account and not on behalf of, or for the account of, any third party.

4.2 Corporate Users

If you represent a user that is a legal entity (a "**Corporate User**"), then by accepting these Terms you are agreeing to these Terms on such Corporate User's behalf. In these Terms "**you**" and "**yourself**" include both you and such Corporate User.

On behalf of yourself and/or the Corporate User, as applicable, you represent and warrant that: (1) you as an individual are an authorised representative of the Corporate User with the authority to bind the Corporate User to these Terms, (2) the Corporate User has full power and authority to enter into these Terms, (3) neither you as an individual nor the Corporate User has previously been suspended or prohibited from using the Services.

You may only use the Services and your CoinBurp Account for the account of the Corporate User approved by CoinBurp to use such CoinBurp Account and not on behalf of, or for the account of, any third party.

4.3 Prohibited Locations

You may not use the Services if you are located in or are a Citizen or Resident of a Prohibited Location, and you represent and warrant that you are not located in or a Citizen or Resident of a Prohibited Location.

For purposes of these Terms, a "**Prohibited Location**" means any state, country, territory or other jurisdiction (1) that is listed on the Financial Action Task Force's list of "high-risk and other monitored jurisdictions", (2) where your use of the Services would be illegal or otherwise violate any applicable law, or (3) that CoinBurp determines in its sole discretion is ineligible for access to and use of the Services.

CoinBurp may implement controls to restrict access to the Services from any Prohibited

CoinBurp may implement controls to restrict access to the Services from any Prohibited Location. You must comply with the restrictions in this Section 4.3 even if CoinBurp's methods to prevent use of the Services are not effective or can be bypassed.

4.4 Politically Exposed Persons

You must promptly notify CoinBurp if you are or become a Politically Exposed Person or if you have a Relative that is or becomes a Politically Exposed Person.

For purposes of these Terms, a "**Politically Exposed Person**" means an individual who is or has been entrusted with a prominent public function, such as a head of state, a senior politician, a senior government, judicial, or military official, a senior executive of a state-owned corporation, or an important political party official.

"**Relative**" means a spouse (whether legal or de facto), a parent, a child, or a sibling, or a parent or a child of a spouse (whether legal or de facto).

4.5 Organized Crime and Coercive Activities

You represent and warrant that, and you may not use the Services unless you are not an Organized Crime Affiliate or, directly or through third parties, engaged in Coercive Activities. If you are a Corporate User, then the previous sentence also applies with respect to your employees, directors, representatives, executive officers, and other individuals with comparable functions.

For purposes of these Terms, "**Organized Crime Affiliate**" means (1) any current or former member of an organized or specialized crime group, extortionist or racketeer group, radical political group, or similar group, or any person or entity that is influenced by, funds, assists, or otherwise has a material relationship with any such member. "**Coercive Activities**" means (1) any activities that employ threats, violence, fraud or other comparable actions for the purposes of coercion, reputational damage or other malicious purposes.

5 CoinBurp Accounts

5.1 CoinBurp Accounts

You must create an individual or corporate CoinBurp Account to use the Services. CoinBurp may from time to time offer various categories of CoinBurp Accounts with different eligibility criteria and different features or restrictions. The categories of CoinBurp Accounts available at any given time will be displayed on the Site.

To create a CoinBurp Account or enable certain available features and functions, you will be required to complete the registration procedures specified through the Services and to provide CoinBurp with certain information and documentation. CoinBurp in its sole discretion may refuse your registration for any reason, including, for example, if CoinBurp is not satisfied with the results of the Screening Procedures (as described in Section 5.5) with respect to your registration.

All information that you provide to CoinBurp must be complete and accurate, and you must update promptly any information you have provided so that it remains complete and accurate at all times. You can update your contact information at any time by accessing your account settings on the Site.

5.2 Account Security

CoinBurp may establish various security procedures from time to time for the creation and maintenance of a CoinBurp Account and for use of the Services. These procedures may include, but are not limited to, the creation of a unique password and the use of enhanced security features (including, for example, two-factor authentication).

You must maintain the security of your CoinBurp Account by protecting your login and security credentials from unauthorised access or use, including all security measures specified from time to time on the Site. It is your responsibility to ensure the security of, and your continuous control over, any device or account that may be associated with enhanced security features.

You must promptly notify CoinBurp if you discover or suspect any unauthorised access or use of your CoinBurp Account or any security breaches related to your CoinBurp Account. Upon receipt of written notice from you that the security of your CoinBurp Account has been compromised, CoinBurp will take reasonable steps to protect your account, including, for example, to prohibit actions initiated by the compromised CoinBurp Account until a new password is created or other security feature is activated.

5.3 Responsibility for Account Activities

You are responsible for all activities that occur under your CoinBurp Account, and by agreeing to these Terms you accept all risks of any authorised or unauthorised access to your CoinBurp Account. You will be bound by, and you hereby authorise CoinBurp to accept and rely on, any agreements, instructions, orders, authorizations and any other actions made, provided or taken by anyone who has accessed or used your CoinBurp Account regardless of whether the access is authorised or unauthorised by you.

5.4 Number of CoinBurp Accounts

CoinBurp may, in its sole discretion, limit the number of CoinBurp Accounts that you may acquire, hold, or maintain.

5.5 Identity Verification and Transaction Monitoring

CoinBurp maintains identity verification and transaction monitoring policies to verify the identities of users, to identify and report suspicious transactions, to protect against money-laundering and fraud, and to satisfy other obligations to which CoinBurp may be subject under applicable anti-money laundering, countering the financing of terrorism, and other related laws and regulations ("**Screening Procedures**").

For these purposes, when you register for a CoinBurp Account or at any other time, CoinBurp may require you to provide certain personal information, including without limitation your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, photograph of your government-issued ID or other photographic proof of your identity, and information regarding your bank account.

CoinBurp reserves the right to deny your access to the Services or any portion of the Services, or to set limits on your access to the Services (including your ability to transfer Funds to or from your CoinBurp Account), until CoinBurp is satisfied with the results of its Screening Procedures. You agree that CoinBurp may suspend or terminate your access to the Services as a result of any Screening Procedures, and CoinBurp will have no liability or responsibility for your inability to access the Services (including your inability to withdraw Digital Assets or execute Trades or other transactions) as a result of such suspension.

You hereby authorise CoinBurp, directly or through a third party, to make any inquiries CoinBurp considers necessary or prudent for purposes of its Screening Procedures. Such inquiries may include, but are not limited to, (1) querying identity information contained in public reports (e.g., your name, address, past addresses, or date of birth), (2) querying account information associated with your External Bank Account (e.g., name or account balance) and (3) querying blockchain transactions associated with your Hosted Wallet and your External Wallet(s) (as defined in Section 9.1).

You further authorise (1) each third party to which such inquiries or requests are directed to fully respond to such inquiries or requests and (2) CoinBurp, directly or through a third party, to take any action CoinBurp reasonably deems necessary to comply with applicable legal and regulatory obligations based on the results of such inquiries and reports or other Screening Procedures, including to report suspicious activities and transactions to the applicable regulatory authorities.

6 Personal Data and Cookies

It is important that you read the Privacy Policy to understand how CoinBurp collects, uses, and shares your personal data (also referred to as personally identifiable information) and how CoinBurp makes use of cookies in its provision of the Services.

7 Currency Support and Entitlement

7.1 Currency Support

CoinBurp in its sole discretion will determine which types of Digital Assets and Legal Tender (collectively, "**Currencies**") will be supported for transfer, storage, and trading through the Services. Support for any Digital Asset may be discontinued or terminated at any time for any or no reason. CoinBurp gives no assurances that any Digital Asset which is the subject of a fork (hard, soft, velvet or otherwise) will be supported through the Services.

7.2 Currency Entitlement

Among the Currencies supported through the Services, the specific Currencies that you are permitted to transfer, store, trade, or otherwise interact with through the Services are referred to as "**Approved Currencies**". When you access the Services, only transactions involving Approved Currencies will be available to you.

The Approved Currencies available to you are based on the jurisdiction of which you are a Citizen or Resident and any other factors determined by CoinBurp in its sole discretion. You acknowledge that the Approved Currencies available to you may differ from the Approved Currencies available to other users.

7.3 Termination of Support or Entitlement

If CoinBurp terminates support for a Currency generally or removes a Currency from the Approved Currencies applicable to you, then CoinBurp will use commercially reasonable efforts to notify you at least 14 days prior to such action. If you do not transfer the affected Funds from your CoinBurp Account before your access to an applicable Currency through the Services is terminated, then you may irrevocably lose your ability to access, transfer or otherwise control the affected Funds. CoinBurp will not be liable to you for any losses, liability or expenses related to its decision to terminate your ability to transfer, trade or store any Currency.

8 Legal Tender Deposits and Withdrawals

8.1 External Bank Accounts

Before you transfer Legal Tender to or from your CoinBurp Account, you may be required to

designate via the Services one or more External Bank Accounts. External Bank Accounts must be in your name and not the name of a third party.

CoinBurp is not responsible for (1) the management and security of any External Bank Account or (2) the failure of any transfer of Legal Tender between your CoinBurp Account and an External Bank Account if such transaction is not supported by the External Bank Account. You are solely responsible for your use of any External Bank Account, and you represent and warrant that you will comply with all terms and conditions applicable to any External Bank Account that you use to transfer Legal Tender to or from your CoinBurp Account.

8.2 Deposits

Subject to the availability of the Services and any other limitations described in these Terms, you may initiate a transfer of Legal Tender from a verified External Bank Account to your CoinBurp Account at any time.

8.3 Withdrawals

Subject to the availability of the Services and any other limitations described in these Terms, you may initiate a transfer of Legal Tender from your CoinBurp Account to a verified External Bank Account at any time.

You hereby authorise CoinBurp (1) to transfer the type and amount of Legal Tender specified by you from your CoinBurp Account to the External Bank Account specified by you upon your submission of such transfer request via the Services and (2) to deduct any fees applicable to such transfer that are charged by CoinBurp or by CoinBurp's third-party service providers from such transferred amount.

Subject to any other limits set by CoinBurp in its discretion, the maximum amount of a particular type of Legal Tender that you may transfer from your CoinBurp Account is the amount by which the balance of such Legal Tender in your CoinBurp Account exceeds your Minimum Required Balance (as defined in Section 10.1).

8.4 Processing Time

The amount of time required to process a transfer of Legal Tender to or from your CoinBurp Account will depend on a variety of factors, including the performance of third parties responsible for maintaining the applicable External Bank Account. CoinBurp makes no guarantee as to when transferred Legal Tender will become available in your CoinBurp Account or your External Bank Account, as applicable.

9 Digital Asset Storage and Transfers

9.1 External Wallets

Before you transfer Digital Assets to or from your CoinBurp Account, you may be required to designate via the Services one or more external Digital Asset Addresses from or to which you intend to transfer Digital Assets (each, an "**External Wallet**"). CoinBurp may require you to verify that you control each External Wallet before you are permitted to transfer Digital Assets between the applicable External Wallet and your CoinBurp Account.

9.2 Hosted Wallets; Digital Assets Storage

The Services include a feature that allows you to receive, hold, and transfer Digital Assets to, in, and from your CoinBurp Account in a Digital Asset wallet (a "**Hosted Wallet**"). Your Hosted Wallet will be associated with one or more Digital Asset Addresses to which you may transfer Digital Assets from an External Wallet.

CoinBurp stores and manages the Digital Asset keys associated with your Hosted Wallets, which are necessary for Digital Asset transactions to be approved. You will not have access to such keys. CoinBurp may store such keys and related information regarding the Hosted Wallets in a combination of online and offline storage. You acknowledge that the retrieval of information from offline storage may delay the initiation or execution of Digital Asset transactions through the Services.

9.3 Digital Asset Deposits

Subject to availability of the Services and any other limitations set forth in these Terms (including the Trading Rules), at any time you may transfer from an External Wallet to your Hosted Wallet any Digital Asset that is an Approved Currency (as defined in Section 7.2).

If you attempt to transfer to your Hosted Wallet any Digital Assets that are not Approved Currencies, such Digital Assets may be permanently lost. CoinBurp will not be responsible if you lose Digital Assets due to any such attempted transfer or due to your transfer of Digital Assets to a Digital Asset Address other than that of your Hosted Wallet.

9.4 Digital Asset Withdrawals

Subject to availability of the Services and any other limitations set forth in these Terms (including the Trading Rules), you may at any time request a transfer of Digital Assets from your Hosted Wallet to an External Wallet.

Subject to any other limits set by CoinBurp in its discretion, the maximum amount of a particular Digital Asset that you may transfer from your CoinBurp Account at any time is the amount by which the balance of such Digital Asset in your CoinBurp Account exceeds your Minimum Required Balance (as defined in Section 10.1).

You hereby authorise CoinBurp (1) to transfer the type and amount of Digital Assets specified by you from your Hosted Wallet to an External Wallet specified by you upon your submission of such transfer request via the Services and (2) to deduct any fees applicable to such transfer that are charged by CoinBurp or CoinBurp's third- party service providers from such transferred amount.

CoinBurp is not able to reverse any transfers and will not have any responsibility or liability if you have instructed CoinBurp to send Digital Assets to a Digital Asset Address that is incorrect, improperly formatted, erroneous or intended for a different type of Digital Asset.

9.5 Processing Time

CoinBurp makes no guarantee regarding the amount of time it may take to complete any transfer of Digital Assets. The timing for completing each transfer will depend on a variety of factors, including third party actions that are outside the control of CoinBurp, retrieval of relevant Hosted Wallet information from offline storage, and confirmation of the transaction on the underlying blockchain or network.

9.6 Other Terms Applicable to Transfers

You are responsible for ensuring that (1) each transfer initiated by you through the Services complies with all requirements of CoinBurp, applicable third parties, and the applicable Digital Asset; (2) the Digital Asset Address to which any Digital Assets are to be transferred is properly formatted and suitable for the type of Digital Asset being transferred; and (3) there are no errors in any of the transfer instructions you provide using the Services. If you fail to comply with any requirements of the preceding sentence, then the Digital Assets you attempt to transfer may be permanently lost.

10 Digital Asset Trading

10.1 Funding Your CoinBurp Account

Before you engage in a Trade you must transfer to your CoinBurp Account a sufficient amount of Funds to your CoinBurp Account to fund such Trade (including applicable fees).

You are required to maintain in your CoinBurp Account a sufficient balance of the applicable

you are required to maintain in your CoinBurp Account a sufficient balance of the applicable Funds to satisfy any open Orders and applicable fees ("**Minimum Required Balance**"). If you have an insufficient amount of Funds in your CoinBurp Account to fulfil an Order, CoinBurp may cancel the entire Order or may fulfil an Order partially to the extent it can be covered by the Funds in your CoinBurp Account (after deducting any fees payable to CoinBurp in connection with the Trade).

10.2 Orders

When you enter an Order you authorise CoinBurp (1) to execute a Trade for all or a portion of the number of Digital Assets specified in your Order in accordance with such Order and (2) to take temporary control of the Digital Assets that are subject to such Trade for the purpose of executing the Trade. Any Order executed is between you and CoinBurp directly.

10.3 Order Matching, Trade Execution, and Cancellations

Details regarding Order matching, Trade executions, and Trade cancellations are set forth in the Trading Rules.

11 Airdrops; Digital Asset Promotions

11.1 Eligibility

You may be eligible to receive free distributions of Digital Assets (an "**Airdrop**") from time to time in accordance with these Terms. CoinBurp in its sole discretion will determine the eligibility criteria for each Airdrop and the procedures (if any) for claiming Digital Assets in such Airdrop. For example, CoinBurp may determine that Citizens or Residents of a specified location or users who do not maintain a specified minimum balance of specific Currencies will not be eligible to receive Digital Assets in an Airdrop. Depending on criteria determined by CoinBurp in its sole discretion, the amount of Digital Assets that you are eligible to receive in an Airdrop may differ from the amount received by other eligible users. CoinBurp will have no obligation to notify you of the eligibility criteria for any Airdrop or the amount of Digital Assets you are eligible to receive prior to the execution of such Airdrop.

11.2 Delivery

Digital Assets subject to the Airdrop will be credited to your CoinBurp Account on a date and time determined by CoinBurp. CoinBurp is not responsible for notifying you if and when any Digital Assets are credited to your CoinBurp Account as a result of an Airdrop.

11.3 Miscellaneous

The ability to receive Digital Assets in an Airdrop is not transferable and no substitutions or cash equivalents are permitted. CoinBurp decisions in any matter in relation to Airdrop are final and conclusive, and CoinBurp will not entertain any requests for appeal or review.

12 API and Developer Tools

12.1 Generally

CoinBurp may make available certain public or authenticated development applications through the Services, including without limitation CoinBurp's application programming interface and any accompanying or related documentation, source code, executable applications and other materials, and any other resources or services available on the Site ("**Developer Tools**"). You must have an active CoinBurp Account to use the Developer Tools.

12.2 Authenticated Features

To use authenticated features and functionality available through the Developer Tools, you will be required to follow authentication procedures specified in the Developer Tools documentation. These procedures may include, for example, the creation of an API key and secret key ("**API Credentials**"). You may not share your API Credentials with any third party without CoinBurp's prior written consent.

12.3 License Grant

CoinBurp grants you a limited, revocable, non-exclusive, non-transferrable and non-sublicensable license, subject to these Terms, to use and integrate the Developer Tools and underlying content into your website or application (your "**Application**") solely in accordance with the Developer Tools documentation so that your Application can interface directly with CoinBurp devices, applications, or Services.

12.4 Limitations

In addition to all other restrictions set forth in these Terms:

(a) **Non-infringement:** You represent and warrant that your Application, including without limitation the name of the Application and all content of your Application, does not and will not infringe the intellectual property rights of CoinBurp or any third party.

(b) **No assertion of rights:** You agree not to assert any patent rights related to the Developer Tools or your Application against CoinBurp, CoinBurp's third-party service providers, CoinBurp

customers, or other licensees of the Developer Tools for making, using, selling, offering for sale, or importing any products or technology developed using the Developer Tools.

(c) **Data:** You may not cache, aggregate, or store data or content accessed via the Developer Tools other than for purposes allowed under these Terms.

(d) **Usage:** You may not use the Developer Tools in a manner that, in CoinBurp's sole discretion, exceeds a reasonable request volume, constitutes excessive or abusive usage, or otherwise impacts the stability of CoinBurp's servers or impacts the behaviour of other applications using the Developer Tools.

12.5 Limits on API Calls

CoinBurp, at its sole discretion, may set limits on the number of API calls that you can make. If you exceed these limits, CoinBurp may limit your activity or cease offering you access to the Developer Tools. You hereby waive all objections to any such limitation and agree not to attempt to circumvent such limitations. CoinBurp may immediately suspend or terminate your access to the Developer Tools without notice if CoinBurp believes, in its sole discretion, that you are in violation of these Terms.

12.6 Support

CoinBurp is under no obligation to provide you with support for or updates to the Developer Tools. If CoinBurp does elect to provide you with support or updates, CoinBurp in its sole discretion may terminate such support at any time without notice and without liability to you or any third party. CoinBurp may change, suspend, or discontinue any aspect of the Developer Tools at any time, including the availability of any Developer Tools without liability to you or any third party.

13 No Brokerage; No Investment or Expert Advice

13.1 No Fiduciary Relationship

CoinBurp is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any Trades or any other transactions, decisions, or activities carried out by you using the Services.

13.2 No Expert Advice

CoinBurp does not provide legal, financial, trading, tax, or any other kind of specialized or expert advice in connection with any Digital Assets or any Trades or other transactions, decisions, or

activities carried out by you using the Services. No communication or information provided to you by CoinBurp is intended as, or shall be considered or construed as, advice. You understand that any recommendations or commentary made by CoinBurp or its employees or representatives or other users should be considered generalized in nature and that you must use your own judgment or seek the advice of an expert before taking any action as a result of any such recommendation or commentary. CoinBurp gives no assurances as to the accuracy or completeness of any such recommendation or commentary.

13.3 No Endorsement

The fact that any particular Digital Asset is supported by the Services for transfer, storage, trading, or any other activity does not indicate CoinBurp's approval or recommendation of the Digital Asset or the integrity, security or operation of the Digital Asset or the software, networks, protocols, systems, and other technology (including, if applicable, any blockchain) used to administer, create, issue, transfer, cancel, use or transact in the Digital Asset. CoinBurp does not make any warranty about the suitability of any Digital Asset for trading or ownership by you.

14 General Service Terms

14.1 Conditions and Restrictions

CoinBurp accounts and services may not be legal for residents of, or individuals located in some countries. CoinBurp do not therefore intend that their website is used by individuals in countries where services such as those offered on the CoinBurp website are illegal.

If an individual accesses the CoinBurp website from a country other than a country specified when signing up to the CoinBurp website, it is the responsibility of the individual to check that accessing and using the CoinBurp website is not prohibited and or illegal in that country. CoinBurp accept no responsibility or liability if an individual uses the CoinBurp website in contravention of the country in which that individual is located.

CoinBurp reserve the right to immediately suspend and/or close any account if they reasonably believe that an individual is accessing the CoinBurp website in a country where the use of such services is not legal. CoinBurp will not be held liable for any losses an individual incurs in such circumstances.

CoinBurp may, in its sole discretion and without prior notice, refuse, cancel, block, or reverse any transfer request, Order or other transaction request you submit or authorise via the Services, impose limits on the amounts of deposits, withdrawals, transfers, Trades, or other transactions involving Legal Tender or Digital Assets that you may complete on a daily or other periodic basis, or impose any other conditions or restrictions upon your use of the Services.

For example and without limitation, CoinBurp may: (1) limit the number of open Orders that you can establish via the Services; (2) restrict transaction requests from certain locations; (3) limit the amount of Legal Tender or Digital Assets you may transfer out of your CoinBurp Account based on the type of your CoinBurp Account; or (4) restrict withdrawals or trading if CoinBurp has a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if CoinBurp has a reasonable basis to believe that your ownership of some or all of the Digital Assets in your CoinBurp Account is in dispute.

14.2 Derivative Protocols

The Services do not support metacoins, coloured coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins which supplement or interact with a Digital Asset supported by the Services (collectively, "**Advanced Protocols**"), unless CoinBurp has specifically made a public announcement to the contrary on the Site or otherwise through the Services. You should not attempt to transfer, store, receive, trade or engage in any other type of transaction involving an Advanced Protocol using the Services. CoinBurp will have no responsibility or liability whatsoever in respect to any Advanced Protocol.

14.3 Compliance with Law; Taxes

You are responsible for complying with all laws applicable to your trading activities, participation in ICOs, and other use of the Services, including without limitation any reporting obligations and payment of all applicable taxes. You are solely responsible for determining what taxes, if any, apply to the Trades and any other transactions you complete via the Services and for reporting and remitting the correct taxes to the appropriate tax authority or authorities. CoinBurp does not provide any tax advice in relation to your use of the Services and is not responsible for determining whether taxes apply to your Trades or for collecting, reporting, withholding, or remitting any taxes arising from any Trades.

14.4 Error Correction

CoinBurp may endeavour to correct, reverse or cancel any Order, Trade, transfer, or other transaction or activity with respect to which CoinBurp has discovered that there was an error, whether such error was caused by you, CoinBurp or a third party or due to technical issues, system issues, software failure or otherwise. You hereby authorise CoinBurp to make any such correction, reversal or cancellation described in the preceding sentence if and when possible at its sole discretion. CoinBurp provides no guarantee or warranty that any such attempt will be successful and will have no responsibility or liability for such error(s) or any correction attempt(s).

14.5 Loss of Data

You acknowledge that your user data may be irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including without limitation software failures, viruses or other harmful materials, protocol changes by third party providers, internet outages, force majeure events or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside CoinBurp's control. You are solely responsible for backing up and maintaining copies of any information you store or transfer through the Services.

14.6 Force Majeure

CoinBurp will have no responsibility or liability for any failure or delay in performance of any Services, or any loss or damage that you may incur, that is due to any circumstance or event beyond the control of CoinBurp, including without limitation any flood, extraordinary weather conditions, earthquake, fire, or other act of God, war, insurrection, riot, labour dispute, accident, action of government, communications interruption, power failure, equipment, server, internet, or software malfunction, security breach or cyberattack, criminal acts, market movement, shift, or volatility, or a change in the underlying technology of a particular Digital Asset.

14.7 Unlawful Possession

If CoinBurp receives credible notice (credibility to be determined in CoinBurp's sole discretion) alleging that any Funds held in your CoinBurp Account have been stolen or otherwise are not lawfully possessed by you, CoinBurp may, but has no obligation to, place an administrative hold on the affected Funds or your CoinBurp Account.

CoinBurp may continue such hold until the dispute has been resolved and evidence of the resolution has been provided to CoinBurp to CoinBurp's satisfaction. CoinBurp will not become involved in any such dispute or the resolution of the dispute. You agree that CoinBurp will have no liability or responsibility for the consequences of any such action, including without limitation your inability to withdraw Funds, execute Trades, or otherwise use the Services while such hold is in place.

14.8 Third-Party Content

Content, websites, and other materials provided by third parties ("**Third-Party Content**") may be displayed, linked to, or otherwise made available through the Services. CoinBurp does not control, endorse, or adopt any Third-Party Content and will have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable.

CoinBurp is not responsible or liable for any loss or damage of any sort incurred as the result of any correspondence or business dealings between you and any third party. Your use of Third-Party Content, and your interactions with third parties, is at your own risk.

14.9 Prohibited Activities

You may not use the Site, the Services, or any other CoinBurp Materials to engage in any of the activities set forth in this Section.

(a) **Unlawful activity:** Violate, or assist in the violation of, any law, statute, ordinance, or regulation; or pay for, support, or engage in any illegal gambling activities, fraud, money-laundering, terrorist activities, tax evasion, or other illegal activities.

(b) **Relationship with other users:** Engage in activity that could interfere with, disrupt, disadvantage, or inhibit other users from fully enjoying the Services; use or attempt to use another user's account without authorization; 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; or post content containing unsolicited promotions, political campaigning, or commercial messages or user content designed to deceive or trick the user of the Service.

(c) **Third-party information:** Harvest or otherwise collect information about other users or third parties, including without limitation email addresses, without proper consent; or post content containing private information of any third-party including without limitation addresses, phone numbers, email addresses, national identification numbers and credit card numbers.

(d) **Inappropriate content:** Post content or communications that are, in CoinBurp's sole discretion, libellous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable.

(e) **Impairment of the services; malware:** Engage in activity that could damage, disable, overburden, or impair the functioning of the Services in any manner; or introduce to the Services any malware, virus, trojan worms, logic bombs, or other harmful material.

(f) **Data extraction:** Use any robot, spider, crawler, scraper, or other automated means or interface not provided by CoinBurp to access the Services or to extract data.

(g) **Circumvention:** Attempt to circumvent any content filtering techniques CoinBurp employs or attempt to access any service or area of the Services that you are not authorised to access,

including without limitation through the use of a virtual private network, proxy service, or any other third party service, network, or product with the effect of disguising your IP address or location.

(h) **Inaccurate information:** Provide misleading or inaccurate information requested by CoinBurp.

(i) **Third-party use:** Transfer, sublicense, resell, lease, lend, share, distribute or otherwise permit any third party to use the CoinBurp Materials or use the CoinBurp Materials in any service bureau environment.

(j) **Modifications; reverse engineering:** Modify or create derivative works of the CoinBurp Materials, or any portion thereof; decompile, disassemble, reverse engineer or attempt to discover the source code of the CoinBurp Materials.

(k) **Relationship with CoinBurp:** Display any part of the CoinBurp Materials in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and CoinBurp, other than as expressly permitted in writing by CoinBurp.

(l) **Competition; commercial use:** Design, develop or create any competing product or service; or engage in any commercial or non-commercial purpose other than their intended purposes determined at CoinBurp's discretion.

(m) **Use of data:** Store, transfer, or otherwise use pricing or historical pricing or trading data made available through the Services for any purpose other than your personal non-commercial use, or sell any such data for any purpose, except as expressly permitted in writing by CoinBurp.

(n) **Detrimental activity:** Engage in any other conduct that is detrimental to CoinBurp or any third party, or cause injury to, or attempt to harm CoinBurp or any third party.

(o) **Violation of Terms:** Engage in any other prohibited activities set forth in, or otherwise violate or cause a violation of, these Terms, the Trading Rules, or any other rules or policies posted on the Site.

15 Changes; Suspension; Termination

15.1 Changes to Services; Suspension and Termination

CoinBurp may, at its sole discretion, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of any Services.

15.2 Suspension and Termination

You may request to deactivate your CoinBurp Account at any time.

CoinBurp may, at its sole discretion, with or without prior notice and at any time, suspend or terminate your access to all or any portion of the Services or deactivate or cancel your CoinBurp Account with immediate effect for any reason, including without limitation as a result of your having engaged in any of the prohibited activities set forth in Sections 14.9.

15.3 No Liability

CoinBurp will not be liable for any losses suffered by you resulting from any modification of any Services or from any suspension or termination of your access to all or a portion of any Services. You acknowledge that if Services resume, Digital Asset valuations and exchange rates may differ significantly from the valuations and rates prior to such event.

15.4 Effect of Termination

If CoinBurp discontinues all of the Services or terminates your right to access all of the Services, or if you or CoinBurp deactivate your CoinBurp Account: (1) all amounts payable by you to CoinBurp will immediately become due; (2) CoinBurp may delete or deactivate your CoinBurp Account and all related information and files in such account without liability to you; and (3) CoinBurp may cancel any open Orders or other transaction requests that are pending at the time of discontinuation or termination. CoinBurp will use commercially reasonable efforts to provide you with a period of 90 days to remove Funds from your CoinBurp Account (unless we are prohibited from doing so by applicable laws or regulations or by order of law enforcement or other governmental authority).

15.5 Survival

The terms of Sections 1, 5.5, and 15 through 22 will survive any termination of your access to the Services and remain in full force and effect.

Electronic Notices

15.6 Consent to Electronic Delivery

You consent to receive electronically all communications, agreements, documents, receipts, notices, and disclosures (collectively, "**Communications**") that CoinBurp provides in connection with these Terms, your CoinBurp Account, or any Services. You agree that CoinBurp may provide these Communications to you by posting them via the Services, by emailing them to you at the

email address you provide, by sending them using a communications application or other messaging service to your account on such application or messaging service, and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal messaging, data, and other rates and fees may apply to mobile Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy.

You understand and agree that if CoinBurp sends you a Communication electronically but you do not receive it because your contact information on file is incorrect or out of date, the Communication is blocked or flagged as spam by your service provider, or you are otherwise unable to receive electronic Communications, CoinBurp will be deemed to have provided the Communication to you. You can update your contact information at any time by accessing your CoinBurp Account settings.

15.7 Withdrawal of Consent

You may withdraw your consent to receive Communications electronically by contacting us at support@coinburp.com. If you decline or withdraw consent to receive electronic Communications, CoinBurp reserves the right to suspend or terminate your use of the Services immediately or charge you additional fees for paper copies of Communications.

16 Proprietary Rights

16.1 Ownership of Services

The CoinBurp Materials, together with all intellectual property rights in any of the foregoing are, as between you and CoinBurp, owned by CoinBurp.

16.2 License Grant

CoinBurp grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license, subject to these Terms, to access and use the Services, the Site and the CoinBurp Materials solely as authorised by CoinBurp in connection with your use of the Services for as long as CoinBurp permits you to continue to access the Services. Any other use of the Services, the Site, and the CoinBurp Materials is expressly prohibited, and all other right, title, and interest in the CoinBurp Materials is exclusively the property of CoinBurp and its licensors.

16.3 CoinBurp Trademarks and Logo

"CoinBurp" and any other product or service names, logos, and other marks used on the Site or CoinBurp Materials, or otherwise in connection with the Services, are trademarks owned by

CoinBurp or its licensors. You may not copy, imitate, appropriate, display or otherwise use any such trademarks without CoinBurp's prior written consent.

16.4 Feedback

CoinBurp will own any feedback, suggestions, ideas, or other information or materials regarding CoinBurp, the Services, or the Site that you provide, whether by email, posting through the Services or otherwise ("**Feedback**"). You hereby assign to CoinBurp all right, title and interest to Feedback together with all associated intellectual property rights. You will not be entitled to, and hereby waive any claim for, acknowledgment or compensation based on any Feedback or any modifications made based on any Feedback.

16.5 User Content

You hereby grant to CoinBurp a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner, any text, information, data, materials, images, or other content that you provide to CoinBurp using the Services or submit or post to the Site and that is not Feedback owned by CoinBurp ("**Your Content**"). You represent and warrant that: (1) you own Your Content or have the right to grant the rights and licenses specified in these Terms, and (2) Your Content and CoinBurp's use of Your Content as licensed herein does not and will not violate, misappropriate, or infringe on the rights of any third party.

CoinBurp at its discretion may remove any of Your Content from the Site for any reason.

17 Disclaimer of Warranties

To the maximum extent permitted under applicable law, the Site, the Services, the CoinBurp Materials and any product, service or other item provided by or on behalf of CoinBurp are provided on an "as is" and "as available" basis.

CoinBurp expressly disclaims, and you waive, any and all other warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from course of performance, course of dealing or usage in trade.

Without limiting the general nature of the previous paragraph, CoinBurp does not represent or warrant that:

a) the Site, the Services or CoinBurp materials are accurate, complete, reliable, current, error-free

of the Site, the Services or CoinBurp materials are accurate, complete, reliable, current, error free, or free of viruses or other harmful components;

(b) historical price data of Digital Assets available through the Services are accurate or complete;
or

(c) requests for transfers of Funds to and from your CoinBurp Account will be processed within any particular amount of time.

18 Limitations of Liability

18.1 Liability Cap

CoinBurp, its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors (each, a "CoinBurp Party") will not be liable for any amount greater than the Funds in your CoinBurp Account at the time of the event giving rise to the claim. In the case of a claim relating to a specific transaction, this amount will be further limited to the amount of the transaction in dispute, if such amount is less than the amount specified in the previous sentence.

18.2 Disclaimer of Damages.

Subject to Section 22.3, in no event will any CoinBurp Party be liable for any of the following types of loss or damage arising under or in connection with these Terms, even if such party has been advised of or knew or should have known of the possibility of such loss or damage:

(a) loss of profits or loss of expected revenue or gains (including without limitation the loss of anticipated trading profits or any actual or hypothetical trading losses);

(b) loss of or damage to reputation, goodwill, business, opportunities, customers, contracts, or any other loss of revenue or actual or anticipated savings;

(c) loss of use of hardware, software or data or corruption of data (including without limitation losses or damages arising out of or relating to any inaccuracy, defect or omission of Digital Asset price data, any error or delay in the transmission of such data, or any interruption in such data);
and

(d) loss or damage that is not a direct result of CoinBurp's breach of these Terms.

18.3 Exceptions

The limitations of liability in Sections 22.1 and 22.2 do not limit the liability you may incur from a

THE LIMITATIONS OF LIABILITY IN SECTIONS 22.1 AND 22.2 DO NOT LIMIT THE LIABILITY RESULTING FROM A CoinBurp Party's fraud or fraudulent misrepresentation, gross negligence or deliberate misconduct, or for death or personal injury resulting from a CoinBurp Party's negligence.

Indemnification

You will defend, indemnify, and hold harmless the CoinBurp Parties from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorney's fees, arising out of or relating to (1) your use of, or conduct in connection with, the Services; (2) any User Content you provide (including without limitation in relation to any claim that such User Content violates, misappropriates, or infringes on the rights of any third party); (3) your violation of these Terms; (4) your failure to secure your CoinBurp Account login and security credentials or your API Credentials; or (5) your violation of any applicable law or the rights (including without limitation intellectual property rights and privacy rights) of any other person or entity. If you are obligated to indemnify any CoinBurp Party, CoinBurp (or, at CoinBurp's discretion, the applicable CoinBurp Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether CoinBurp wishes to settle, and if so, on what terms.

19 Dispute Resolution; Arbitration; Waiver of Class Action

Please read this section carefully. Both you and CoinBurp are giving up the right to litigate disputes (or to participate in litigation as a party or a class member) before a judge or jury.

19.1 Generally

Except with respect to disputes related to the enforcement or validity of CoinBurp's intellectual property rights, all disputes, controversies or claims arising out of or relating to these Terms or the Services, will be resolved through confidential, binding arbitration in the English language.

If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

You agree that any dispute arising out of or related to these Terms or the Services is personal to you and CoinBurp and that any such dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding.

The arbitrator will have exclusive authority to make all procedural and substantive decisions

regarding any dispute and to grant any remedy that would otherwise be available in court. However, the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms.

You agree that for any arbitration, the party filing the claim will pay the filing fee and the parties will split the remaining arbitration fees and costs. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction.

19.2 Intellectual Property

You agree that CoinBurp may initiate a proceeding related to the enforcement or validity of CoinBurp's intellectual property rights in any court having jurisdiction.

20 Governing Law; Language

20.1 Governing Law

The interpretation and enforcement of these Terms, and any dispute related to these Terms or the Services, will be governed by and construed and enforced in accordance with the laws of United Kingdom, without regard to conflict of law rules or principles (whether of United Kingdom or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

Governing Language

The governing language of these Terms is English. Any other language translation is provided for convenience only.

21 Other Terms

21.1 Modification of Terms

CoinBurp may modify these Terms from time to time at its sole discretion. CoinBurp will provide notice of any such modifications on the Site, on CoinBurp's mobile applications, and/or by sending you an email. The date of the modification will also be indicated at the top of these Terms.

By clicking a checkbox or a button that contains words such as "I Agree" when the modified Terms are presented to you, or by continuing to access or use the Services, you confirm your agreement to the modified Terms. If you do not agree to any modification to these Terms, you must stop using the Services.

21.2 Remedies

CoinBurp may delete information transmitted by you, suspend or cancel your account, or confiscate Digital Assets owned by you, without any prior notice to you, if CoinBurp determines any such action is reasonably necessary to remedy or mitigate a violation of these Terms by you. CoinBurp will not be responsible or liable for any loss or damage you incur as a result of an action taken by CoinBurp pursuant to this paragraph.

Each of CoinBurp's rights and remedies set forth in these Terms is in addition to, and not in lieu of, any other rights or remedies available to CoinBurp under these Terms, under statute, at law, or in equity.

21.3 Nonwaiver

CoinBurp's failure or delay in exercising any right, power, or privilege under these Terms is not a waiver of such right, power or privilege.

21.4 Severability

If any provision of these Terms is held invalid or unenforceable, it will be replaced with the valid provision that most closely reflects the intent of the Parties and the remaining provisions of the Terms will remain in full force and effect.

21.5 Assignment

You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from CoinBurp, including by operation of law or in connection with any change of control. CoinBurp may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

21.6 Headings

Headings of sections are for convenience only and are not intended to be used to limit or construe such sections.

21.7 Entire Agreement; Order of Precedence

These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings, between CoinBurp and you regarding the Services. If there is a conflict between these Terms and any other agreement you may have with CoinBurp, these Terms will govern

unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.

Articles in this section

Trading Rules

Risk Disclosure Statement

Privacy Policy and Cookies Policy

Terms of Use
