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## **Coincheck Terms of Service**

These Terms of Service (hereinafter referred to as the “Terms”) stipulate matters that must be observed by all registered users when using the services provided by Coincheck Inc., (hereinafter referred to as “Coincheck”) and the relationships involving rights and obligations that exist between Coincheck and all Registered Users. Anyone intending to use our services as a Registered User is asked to ensure that these Terms are read in full prior to agreeing to their content.

### **Article 1. Scope of Application**

1. The purpose of these Terms is to stipulate the relationships involving rights and obligations between Coincheck and Registered Users (as defined in Article 2; and to mean the same hereinafter) in connection with the use of Services (as defined in Article 2; and to mean the same hereinafter), and the Terms shall apply to all relationships between Registered Users and Coincheck that concern the use of Services.
2. The following documents concerning Services shall be listed on the Coincheck Website (as defined in Article 2; and to mean the same hereinafter) as necessary and shall be considered to constitute part of these Terms: namely, "Coincheck's Cryptocurrency Trading Manual (hereinafter referred to as the "Manual"); Guidelines; Policies; Matters of Note; other individual regulations, and similar.
3. Registered Users shall be able to use the Services once they have consented to the content of these Terms.

### **Article 2. Definitions**

1. The following terminology used in these Terms shall have the respective meanings as assigned below.
  - (1) "Intellectual Property Rights": copyrights, patents, utility model rights, trademark rights, design rights, and other intellectual property rights (including the right to obtain or to apply for registration, or similar, of the same).
  - (2) The "Coincheck Website": the website operated by Coincheck with the domain name "coincheck.com" (including any sub-domains and, in the event that the domain or content of the website should be changed for any reason, it shall include the website after any such changes).
  - (3) "Applicant": the term "Applicant" as defined in Article 3.
  - (4) "Registration Information": the term "Registration Information" as defined in Article 3.
  - (5) "Registered User": an individual or corporate body registered as a user of the Services pursuant to Article 3.
  - (6) "Services": services we provide under the name of "Coincheck" that provide a site to trade cryptocurrencies; services that manage cash funds and cryptocurrencies for registered users in connection with the aforementioned services; and other related services (in the event that the name or content of the Services should be changed for any reason, it shall include the Services after any such changes).
  - (7) "User Account": a trading account opened using Coincheck's designated method to allow Coincheck to manage cryptocurrencies held by Registered Users and cash funds for conducting trades by Registered Users using the Services.
  - (8) "Service Agreement": a contract to use the Services in accordance with the provision of these Terms, as established between Coincheck and the Registered User pursuant to Article 3-3.
  - (9) A "key position in a foreign government, or similar" refers to any one of the positions in a foreign country listed below:
    - Head of state;
    - Positions equivalent to the Prime Minister and other Ministers of State and Deputy Ministers in

Japan;

- Positions equivalent to the Chair of the House of Representatives, the Vice-chair of the House of Representatives, the Chair of the House of Councilors, or the Vice-chair of the House of Councilors in Japan;
  - Positions equivalent to a Supreme Court judge in Japan;
  - A position equivalent to an ambassador extraordinary and plenipotentiary, an envoy extraordinary and plenipotentiary, an ambassador extraordinary, a government representative, or a fully authorized committee member in Japan;
  - A position equivalent to the Chair of the Joint Chiefs of Staff, the Vice-chair of the Joint Chiefs of Staff, Chair of the Ground Staff, Vice-chair of the Ground Staff, Chair of the Maritime Staff, Vice-chair of the Maritime Staff, Chair of the Air Staff, or Vice-Chair of the Air Staff in Japan;
  - Officers of the Central Bank; or
  - Officers of corporate bodies responsible for budgets subject to a resolution of the National Assembly or that must receive approval from the National Assembly.
- (10) “Politically Exposed Persons”: persons who are in, or who have in the past been in, a key position in a foreign government, or similar.
- (11) Relatives: spouses (including those not registered as married but who are in fact in circumstances similar to that of a marriage; to mean the same hereinafter), parents, children, and siblings; as well as the parents and children of spouses other than the aforementioned.
- (12) “Insider” means any of the following.
- ① Issuer and manager of cryptocurrency handled by the Company
  - ② Affiliated companies of ①
  - ③ Major shareholders of those listed in ① and ②
  - ④ Officers listed in ① and ②
  - ⑤ Those who have been within one year after being no longer listed in ④
  - ⑥ Spouse and house mate listed in ④
  - ⑦ Employees listed in ① and ②
- (13) “Cryptocurrency related information” means Coincheck’s and other cryptocurrency operators (domestic and overseas) that are not publicly available regarding the cryptocurrency that Coincheck currently handle or newly handle (including the index of crypto currency; the same shall apply hereinafter) , A person who conducts cryptocurrency-related transactions as a business, regardless of whether or not registered. (The same shall apply hereinafter.) And important information relating to insiders as defined in the preceding paragraph, which relates to the cryptocurrency of Coincheck users, significantly affecting trading decisions (types, numbers and prices of cryptocurrencies subject to trading, judgments on buying and selling, exchanges, methods and times, or judgments on the content and timing of margin trading).

### **Article 3. New Registration**

1. Persons who want to use the Services (hereinafter referred to as an “Applicant”) shall apply to Coincheck to register to use the Services by first agreeing to these Terms and then providing Coincheck with the information specified by Coincheck (hereinafter referred to as “Registration Information”) using the method specified by Coincheck.
2. In accordance with its standards and procedures (including the procedures for confirming an individual's identity), Coincheck shall decide whether or not to allow the applicant to register. In the event that Coincheck approves the registration, it shall so notify the applicant and the notice shall serve to complete the Applicant's registration as a Registered User.
3. Additional registration information might be required depending on the content of the registration information of the applicant.
4. Upon completion of registration as per Article 3-2 above, a Service Agreement for use of the Services in accordance with the provisions of these Terms shall be deemed to have been concluded between the Registered User and Coincheck, and the Registered User will then be able to use the Services in the manner specified by Coincheck.
5. Coincheck may refuse to register an Applicant if any of the matters in the clauses below apply:

- (1) If any of the Registration Information, either in full or in part, provided to Coincheck proves to be false, misstated, or missing;
  - (2) If the Applicant is a minor, an adult ward of the state, a person in receipt of statutory conservation, or a person under curatorship and has not obtained the consent of their legal representative, guardian, curator, or supporter;
  - (3) If Coincheck deems the person to be a person or entity defined under Article 17.
  - (4) If the Applicant is an officer or employee of another cryptocurrency exchange service provider (unless permitted by Coincheck);
  - (5) If the Applicant is a corporate body that runs, or plans to run, a cryptocurrency exchange business (unless permitted by Coincheck);
  - (6) If the Applicant does not agree to the electronic delivery of documents provided by Coincheck; or
  - (7) If the Applicant is an insider
  - (8) In the event Coincheck judged that there is a high risk of money laundering, financing for the spread of terrorist funds and weapons of mass destruction (hereinafter these actions are collectively referred to as "money laundering, etc.")
  - (9) In any other cases where Coincheck deems registration to be inappropriate.
6. After registration is complete pursuant to Article 3-2, Coincheck may ask Registered Users to re-submit required documentation and information if an individual's identity needs to be confirmed under certain relevant laws and regulations, or if Coincheck otherwise deems it so necessary. In the event that the required documentation and information is not submitted (including cases where users have not contacted Coincheck by its specified date; cases where notifications requesting the submission have been sent to the Registered User's contact address, but then returned to Coincheck due to non-delivery; and cases where contact cannot be made with the user using the contact telephone number or similar), Coincheck may, at its own discretion, suspend all, or some, trading with the Registered User, or alternatively may cancel the registration. Coincheck shall bear no responsibility whatsoever for any damages incurred as a result of this.
7. In the event that an Applicant is not permitted to register as a Registered User pursuant to Article 3-2, Coincheck is under no obligation to explain the reason to the Applicant. Furthermore, Coincheck is under no obligation to return any documentation received from the Applicant in this event.

#### **Article 4. Changes, addition and periodical check against Registered Information**

1. In the event of a change to Registered Information, the Registered User shall promptly notify Coincheck of the change in the manner prescribed by Coincheck, and shall submit any materials requested by Coincheck.
2. If a registered user is requested by Coincheck to add registration information, the Registered users shall notify Coincheck of such additional matters and submit the materials requested by Coincheck without delay and in a manner prescribed by Coincheck.
3. Coincheck will periodically check the registration information of registered users. If the registration information can not be confirmed, all or part of the service may be suspended until the registration information can be confirmed.
4. The Registered users may be asked to confirm additional registered user information depending on the content of the changed / added registration information. If confirmation can not be made within the period designated by Coincheck, all or part of the service may be suspended.
5. Coincheck may ask to provide necessary information regarding the transaction details. If the necessary information is not provided (including cases where the Company has not been contacted by the date set by the Company or information has not been provided, the information provided etc. is clearly false). Based on our judgment, Coincheck may stop all or part of the service or cancel the service.
6. In case Coincheck determines that there is a high risk of money laundering, etc., regarding changes to registered information, Coincheck may request the action in Section 2.
7. In the event that all or part of the services are suspended and/or cancelled in Section 2, Section 3, Section 4, Section 5 and Section 6. Coincheck shall not be liable for any damage resulting from this.

#### **Article 5. Provisions pertaining to Politically Exposed Persons**

1. Registered Users must notify Coincheck if any one of the following clauses applies, or becomes

applicable:

- (1) If the user is a Politically Exposed Person, or similar;
  - (2) If the user is a relative of a Politically Exposed Person, or similar; or
  - (3) If the user is a corporate body that is substantially controlled by a Politically Exposed Person, or similar.
2. Registered Users shall promptly notify Coincheck if there are any changes to the notifiable matters in Article 5-1.

#### **Article 6. Registered E-mail Address and Password Management**

1. Registered Users shall manage and store the e-mail address registered to their User Account (hereinafter referred to as the "Registered E-mail Address") and password at their own risk and shall not allow any third party to use them, nor lend, transfer, allow a name change, trade them, or similar.
2. When a Registered User logs on to Coincheck's service site or uses its Services, identity confirmation will be obtained by verifying that the Registered E-mail Address and password input are a match for those that have previously been set up. Coincheck shall regard as valid any transaction involving a deal where identity confirmation is deemed to prove that such user is authorized, regardless of whether the Registered E-mail Address and/or password has been forged, altered, stolen, misused, or otherwise subject to some other incident.
3. When Registered Users log on to Coincheck's service site, they can set up 2-step verification using the verification app provided by Google.
4. The Registered User shall be responsible for any damages incurred as a result of problems with the Registered E-mail Address or password and Coincheck shall bear no responsibility in this regard. Such problems include, but are not limited to, inadequate management; failure to set up the 2-step verification process; usage errors; and use by a third party.
5. In the event that a Registered User discovers that his/her Registered E-mail Address or password has been stolen or used by a third party, the user shall immediately report this fact to Coincheck and act in accordance with Coincheck's instructions.

#### **Article 7. Fees and Payment Methods**

1. When using the Services, Registered Users shall pay the fees stipulated in the Manual as specified separately by Coincheck.
2. If Registered Users are late in paying the fees mentioned in Article 7-1 above, they shall pay Coincheck a late payment charge calculated at an annual rate of 14.6% of the fees outstanding (or calculated on a pro-rata daily rate for periods of less than one year.)
3. Unless otherwise stipulated in these Terms, Registered Users may not offset any obligations towards the Registered User held by Coincheck against obligations towards Coincheck held by the Registered User.
4. Payment under these Terms shall be made in Japanese Yen or one of the cryptocurrencies handled by Coincheck and shall be withdrawn from the User Account.

#### **Article 8. User Accounts**

1. Once the registration procedures described in Article 3 are complete, the Registered User will hold a User Account. Holding a User Account, the Registered User will then be able to trade using the Services. Notwithstanding the foregoing, Coincheck may freeze a User Account if, based on reasonable grounds, it deems the cryptocurrency or the cash funds in the account to be connected with the proceeds of crime.
2. For the purpose of conducting trades using the Services, Registered Users may transfer funds to a bank account designated by Coincheck or alternatively deposit funds into the User Account in the manner prescribed by Coincheck; in addition, users may deposit any of the cryptocurrencies handled by Coincheck into the User Account in the manner prescribed by Coincheck. Any deposit of funds or cryptocurrencies shall be deemed to have been deposited at the point that Coincheck can reasonably acknowledge the remittance of the funds or the cryptocurrency, rather than the point at which the Registered User's transfer or other procedures are completed. Note that in the event a Registered User remits a cryptocurrency not handled by Coincheck when making a cryptocurrency deposit, or makes a mistake in the remittance address, the message in the remittance or destination tag, ( Also includes sending to destinations that were used before and not using now, and sending the different type of cryptocurrency by Coincheck to the destination specified by Coincheck) then the Registered User will

not be able to claim a refund of this cryptocurrency from Coincheck and Coincheck shall not be liable for any damages incurred by the Registered User.

3. Depending on the Registered User's request, Coincheck shall repay money from the User Account or remit cryptocurrency in the manner prescribed by Coincheck. Users shall specify, at their own risk, the deposit account into which cash funds are to be transferred (limited to deposit accounts in the name of the Registered User him/herself) or the address to which cryptocurrency is to be remitted; and in either case Coincheck shall act in accordance with the Registered User's instructions but shall be exempt from any liability concerning the cash funds or cryptocurrencies transferred to deposit accounts or sent to remittance addresses. Moreover, Coincheck shall not be responsible for the accuracy or validity of information on transfer addresses or remittance addresses provided by Registered Users.
4. As a general rule, the repayment of funds under Article 8-3 above takes two business days from the date of the request and the remittance of cryptocurrencies under the same article is generally done immediately once the request is made; note that both eventualities exclude cases where the criteria exceed those prescribed by Coincheck or cases otherwise notified by Coincheck based on reasonable grounds. Note that irrespective of requests to make repayments or remittances, Coincheck shall be able to cancel any such requests if there are insufficient cash funds or cryptocurrency in the User Account.
5. In the event that cash funds deposited by a Registered User are not used to purchase cryptocurrency for a significant period of time, Coincheck will notify the Registered User and may then transfer the cash funds to the Registered User's designated transfer deposit account without obtaining the user's consent pursuant to Article 8-3.
6. In the event of a new cryptocurrency being created by a hard fork or similar in the cryptocurrency deposited by a Registered User, the user is not allowed to request that Coincheck grant or handle the new cryptocurrency.
7. Fractions less than one (1) Yen will be rounded down if Coincheck refunds money from a User Account pursuant to these Terms.

#### **Article 9. Using the Services**

1. Registered Users may use the Services in the manner prescribed by Coincheck for as long as their registration is valid; and provided that any such use falls within the purpose of these Terms and does not violate them.
2. The preparation and maintenance of all computers, software, and other devices, as well as communication lines and other communication environments (including the installation of necessary applications) required to receive the Services shall be done at the expense and responsibility of the Registered User.
3. Registered Users shall, at their own expense and responsibility, take security measures to prevent computer viruses, unauthorized access, and data leaks. These measures should be appropriate for the environment in which they personally use the Services.
4. Registered Users must compensate Coincheck for any damages Coincheck incurs due to users violating these Terms or in relation to the use of Services.

#### **Article 10-A. Exchange Spot Trades**

1. The terms of use for the Services that involve spot trades on cryptocurrency exchanges are as listed below.
  - (1) Registered Users may conduct spot trades on cryptocurrency exchanges by placing buy orders and sell orders in the manner prescribed by Coincheck. The trading counterparty does not have to be a Registered User.
  - (2) With regard to the previous clause, Coincheck provides a place to trade cryptocurrencies, but Coincheck is generally not a party to the trades apart from in exceptional cases. Furthermore, Coincheck neither promises nor guarantees Registered Users that it will fulfill trades for cryptocurrencies.
  - (3) The price at which cryptocurrencies are bought and sold is determined by matching (i) the price provided by Coincheck's prescribed method in accordance with the Registered User's instructions with (ii) the price provided by the counter-party. Coincheck is not responsible for this price.
  - (4) At the point when the prices provided by both parties match, it is deemed that a contract for cryptocurrency trade has been established between the seller and the buyer. Registered Users are

unable to withdraw or change a trading order once the trade for the cryptocurrency has been fulfilled.

- (5) Other terms and conditions concerning spot trades on cryptocurrency exchanges are as detailed in the Manual stipulated separately by Coincheck.

#### **Article 10-B. Spot Trades on Trading Sites**

1. The terms of use for the Services that involve spot trades on cryptocurrency trading sites are as listed below.

- (1) Registered Users may conduct spot trades on cryptocurrency trading sites by placing buy orders and sell orders in the manner prescribed by Coincheck. The counterparty to any purchases or sales is Coincheck.
- (2) Coincheck neither promises nor guarantees Registered Users that it will fulfill trades for cryptocurrencies.
- (3) The price at which cryptocurrencies are bought and sold is determined as the price provided by Coincheck's prescribed method.
- (4) Registered Users decide to buy or sell cryptocurrency at the price provided by Coincheck, and once that decision is taken, they are unable to withdraw or change the trading order.
- (5) Other terms and conditions concerning spot trades on cryptocurrency trading sites are as detailed in the Manual stipulated separately by Coincheck.

#### **Article 11. Leveraged Trades**

1. The terms of use for the Services that involve leveraged trades of cryptocurrency are as listed below.

- (1) Registered Users may conduct leveraged trades on cryptocurrency exchanges by using margin funds in the manner prescribed by Coincheck. The counterparty to the trade does not have to be a Registered User.
- (2) In accordance with the previous clause, Coincheck provides a place to conduct cryptocurrency leveraged trades, but Coincheck is generally not a party to the leveraged trades apart from in exceptional cases. Furthermore, Coincheck neither promises nor guarantees Registered Users that it will fulfill leveraged trades in cryptocurrencies.
- (3) Prior to placing any orders for cryptocurrency leveraged trades, Registered Users shall deposit margin funds equal or greater than the prescribed amount with Coincheck, in accordance with Coincheck's stipulated conditions. The amount of required margin and other treatment involving margin funds are as detailed in the Manual stipulated separately by Coincheck.
- (4) In order to limited a Registered User's losses caused by market fluctuations, Coincheck shall, when its prescribed conditions are met, revoke all of the Registered User's uncontracted orders and then, in order to settle any outstanding positions held by the Registered User, Coincheck may, at its own discretion, carry out any necessary reverse trades (hereinafter referred to as "Loss Cuts") on the Registered User's account, with no prior notification to the Registered User. The terms and conditions for Loss Cuts and other treatment are as detailed in the Manual stipulated separately by Coincheck.
- (5) The price at which cryptocurrencies are traded is determined by matching (i) the price provided by Coincheck's prescribed method in accordance with the Registered User's instructions with (ii) the price provided by the counter-party; and Coincheck is not responsible for this price.
- (6) At the point when the prices provided by both parties match, it is deemed that a contract has been concluded between the seller and the buyer for cryptocurrency trade. Registered Users are unable to withdraw or change a trading order once the leveraged trade for the cryptocurrency has been established.
- (7) Registered users should be fully aware that, as stated in Article 15, there are cases where leveraged trading services may be suspended, and that Registered Users may not claim against Coincheck for any damages incurred as a result of Loss Cuts implemented during the suspension of such services, as Coincheck will not be liable for damages incurred by Registered Users.
- (8) Other terms and conditions concerning leveraged trades of cryptocurrency are as detailed in the Manual stipulated separately by Coincheck.

#### **Article 12. Margin Trades**

1. The terms of use for the Services that involve cryptocurrency margin trades are as listed below.

- (1) Registered Users may borrow cryptocurrency and conduct spot trades on cryptocurrency exchanges and trading sites in the manner prescribed by Coincheck.
- (2) Other terms and conditions regarding margin trades are as stipulated in Articles 10-A, 10-B, and 11-1-4.

### **Article 13 (Transmission of CryptoCurrency)**

1. Cryptocurrency block generation status and other transmission conditions may delay Cryptocurrency transmission.
2. In accordance with the laws and regulations, etc., if Coincheck deems inappropriate according to the contents of the application for the registered user and the attributes of the transmission destination, Coincheck temporarily suspends transmission of the cryptocurrency .

### **Article 14. Prohibitions**

1. Registered Users shall not perform the acts described in any of the following clauses when using the Services:
  - (1) Acts that infringe the intellectual property rights, portrait rights, right to privacy, reputation, or other rights or interests of Coincheck, other users of the Services, or any other third party (including acts that either directly or indirectly cause such infringements);
  - (2) Acts related to money laundering or similar acts, acts related to criminal behavior, or acts contrary to public order and morals;
  - (3) Acts involving the deposit of cash funds for any purpose other than to carry out trading using the Services;
  - (4) Acts that violate laws and regulations, or the internal rules of industry associations to which Coincheck or the Registered User belong;
  - (5) Acts that involve the transmission of information containing computer viruses or other harmful computer programs;
  - (6) Acts that tamper with the information used in relation to the Services;
  - (7) Acts that involve transmitting data through the Services in excess of the prescribed data capacity limits stipulated by Coincheck;
  - (8) Acts of solicitation to other Registered Users such as the distribution of advertisements and similar;
  - (9) Acts that involve, or attempt, the duplicate assignment of cryptocurrency;
  - (10) Acts that risk interfering with Coincheck's management of the Services;
  - (11) Acts that involve the same person opening, or attempting to open, multiple user accounts;
  - (12) Acts that involve the opening, or attempted opening, of a User Account in the names other than the person's name such as a fictional name or the name of another person;
  - (13) Acts that involve using a User Account to trade, remit, or accept funds and cryptocurrencies other than those belonging to the Registered User; or
  - (14) Any other act on Cryptocurrency related transactions (purchase of cryptocurrency and any transaction made in connection with a cryptocurrency. hereafter the same in this section. ) for the purpose of the price movement of a cryptocurrency (Includes an index of cryptocurrency. )
    - To disseminate non-compliant facts without rational direct experience to many unspecified persons
    - Fraudulent acts by using means that can mislead others . A statement that inspires other people's euphoria
    - Use assault or intimidation
  - (15) The below transactions to manipulate artificially and fluctuate cryptocurrency price
    - Fake transactions without transfer of rights, money transfer to mislead others about cryptocurrency transactions.
    - Passing trade with a third party for the purpose of to misleading others
    - For the purpose of attracting others to cryptocurrency related transactions, the trades to make others believe that the cryptocurrency transactions are prosperous
    - For the purpose of attracting others to cryptocurrency related transactions, to disseminate that the

price of the cryptocurrency fluctuates due to the market manipulation by oneself or others and any transactions that deliberately causes false or misunderstanding about important matters

- (16) Acts to trade or try to trade under the names other than the person's name such as a fictional name or the name of another person.
  - (17) A cryptocurrency-related transaction related to the cryptocurrency-related information that an insider makes the use of the status as an insider of the related cryptocurrency.
  - (18) Acts to report false or deliberately wrong information to Coincheck Inc.
  - (19) Other acts that Coincheck.inc. deems as inappropriate
2. If Coincheck deems any of the clauses in Article 13-1 above to be or possibly be applicable to a Registered User of its Services, then Coincheck may, at its own discretion and with no prior notification to the Registered User, take measures such as deleting all or some of the information transmitted by the Registered User and deleting or suspending the Registered User's account. Coincheck shall not be responsible for any damages incurred by the Registered User as a result of any measures taken in accordance with Article 13-2.
  3. Furthermore, Coincheck is under no obligation to return any documentation received until that point from the Registered User in the event of the Registered User's account being deleted pursuant to Article 13-2 above.

#### **Article 15. Suspension of Services and Similar**

1. In the event of any of the following clauses, Coincheck may, with no prior notification to Registered Users, suspend or interrupt some or all of the Services:
  - (1) In case of periodic or emergency inspections or maintenance work on computer systems connected with the Services;
  - (2) In case of suspension due to an incident with computer or communication lines, or similar;
  - (3) In case it becomes impossible to operate Services due to a Force Majeure such as a fire, power outage, or natural disaster;
  - (4) In case Coincheck's assets are hacked or otherwise stolen;
  - (5) In case of any irregularities in the systems required to provide the Services;
  - (6) In case an investigation is being carried out into the unauthorized use of accounts;
  - (7) In case of a fall in the liquidity of cryptocurrency; or
  - (8) In any other case where Coincheck deems suspension or interruption to be inappropriate.
2. Coincheck may terminate the provision of all or some of its Services depending on Coincheck's circumstances. In this event, Coincheck shall notify Registered Users of the fact in advance.
3. In the event of Article 14-2 above, if the deadline has passed for the sale of cryptocurrency and repayment of funds related to the termination of Services (as notified in advance by Coincheck), then Coincheck may, at a time of its own choosing, sell the cryptocurrency in the User Account and, having deducted the withdrawal fees and similar, repay the proceeds in Japanese Yen into the Registered User's transfer bank account, if one has been registered.
- 4 Coincheck shall not be responsible for any damages incurred by the Registered User as a result of any measures taken in accordance with Article 14.

#### **Article 16. Attribution of Rights**

1. All proprietary and intellectual property rights relating to Coincheck's Website and the Services are attributable to Coincheck or parties granting license to Coincheck. Permission to use the Services based on the registration stipulated under these Terms does not imply permission to use the intellectual property rights associated with Coincheck's Website or its services; i.e. the intellectual property rights attributable to Coincheck or parties granting license to Coincheck. Registered Users shall not, for any reason, act in a manner that risks infringing Coincheck's intellectual property or that of parties granting license to Coincheck (including, but is not limited to, disassembly, recompilation, and reverse engineering).
2. Coincheck may use, free of charge, any text, images, videos, or other data posted to its website or Services by Registered Users (this includes reproduction, copying, modification, forwarding of consent to use materials to third parties, and any other use).



## **Article 17. Elimination of Anti-Social Forces**

1. Registered Users hereby declare that at the present time they do not qualify as a crime syndicate; a member of a crime syndicate; a person who has been a member of a crime syndicate within the last 5 years; a quasi-member of a crime syndicate; a company affiliated with a crime syndicate; a board-room extortionist or similar; a social movement advocating fraud; a special intelligence gang; or any other similar party (hereinafter collectively referred to as a "Crime Syndicate Member, etc.") and that none of the following clauses apply. Furthermore, Registered Users also pledge that in the future the same shall hold true:
  - (1) A relationship exists whereby a Crime Syndicate Member, etc. is deemed to exert control over management;
  - (2) A relationship exists whereby a Crime Syndicate Member, etc. is deemed to be substantially involved in management;
  - (3) A relationship exists whereby it is deemed that a Crime Syndicate Member, etc. is being illicitly used to obtain illegal profits for oneself, one's company, or a third party; or alternatively to inflict harm on a third party;
  - (4) A relationship exists whereby funding, etc. is provided, or matters are expedited, for a Crime Syndicate Member, etc.; or
  - (5) A socially reprehensible relationship exists whereby a company official or someone substantially involved in management has ties with a Crime Syndicate Member, etc.
2. Registered Users pledge that they shall not undertake any of the acts listed in the clauses below, either by themselves or through the services of a third party:
  - (1) Acts involving violent demands;
  - (2) Acts involving unreasonable demands that go beyond legal liability;
  - (3) Acts involving threatening behavior or violence in connection with transactions;
  - (4) Acts involving the spread of rumors, the use of fraud, or the use of force to damage Coincheck's reputation or interfere with Coincheck's business operations; or
  - (5) Any other acts that are similar in nature to those listed above.
3. In the event that it is inappropriate to continue trading with a Registered User due to the fact that the user is a Crime Syndicate Member, etc.; the fact that any of the clauses in Article 16-1 or Article 16-2 above apply; or the fact that the declarations/pledges in Article 16-1 are discovered to be false assertions, then all obligations the Registered User holds in respect to Coincheck shall be accelerated and become repayable immediately, as soon as the user receives demand for payment from Coincheck.
4. Registered Users shall not be entitled to claim against Coincheck for any damages incurred as a result of the application of Article 16-3 above. Furthermore, Registered Users shall be liable for any damages incurred by Coincheck.

## **Article 18. Cancellation of Registration**

1. Should any of the events in the clauses below apply to a Registered User, then Coincheck may, with no prior notice or warning, temporarily suspend the Registered User's use of Services, or alternatively may cancel and terminate the user's registration as a Registered User:
  - (1) In the event of a breach in any of the provisions in these Terms;
  - (2) In the event that a falsehood is discovered in the Registration Information, or that Coincheck deems there to be a risk of such a falsehood;
  - (3) In the event that the Services are used, or an attempt is made to use them, for purposes or by methods that may cause harm to Coincheck, other Registered Users, or other third parties;
  - (4) In the event of interference in the operation of the Services, by whatever means;
  - (5) In the event that payment is stopped or the Registered User cannot make payment; or if there has been a petition made against, or by, the Registered User to start bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, or special liquidation;
  - (6) In the event of a resolution to abolish, change, transfer, or dissolve the business;
  - (7) In the event that the Registered User has been indicted for either issuing or accepting a

dishonored bill or check; or alternatively has been suspended from trading by a clearing house or been subject to other similar measures;

- (8) In the event of a petition for seizure, provisional seizure, provisional disposition, compulsory execution, or an auction;
  - (9) In the event that the Registered User has received a penalty for late payment of public dues and taxes;
  - (10) In the event that the Registered User dies;
  - (11) In the event that the Registered User has failed to respond to communications from Coincheck;
  - (12) In the event that any of the clauses in Article 17-1 or Article 17-2 are applicable;
  - (13) In the event that the Registered User behaves in a socially reprehensible manner towards Coincheck or its employees;
  - (14) In the event that the Registered User fails to respond to requests by Coincheck for confirmation of identity; or
  - (15) In the event that Coincheck judged that the risk of money laundering is high
  - (16) In the event that Coincheck determines it inappropriate to continue the registration of the Registered User for some other reason.
2. Should any of the clauses in Article 17-1 above apply, then all obligations that the Registered User holds in respect to Coincheck shall be accelerated and must be paid to Coincheck with immediate effect.
  3. Should any of the events listed in the clauses in Article 17-1 apply, then Coincheck may, with no prior notification and at a time of its own choosing, carry out reverse trades on the user's account as required to settle all open positions related to leveraged trades conducted by the Registered User through the User Account.
  4. Should any of the events in the clauses in Article 17-1 apply resulting in the cancellation of the user's registration, then Coincheck may, with no prior notification and at a time of its own choosing, sell all of the cryptocurrency in the User Account and, having deducted the withdrawal fees and similar, repay the proceeds in Japanese Yen into the Registered User's transfer bank account, if one has been registered.
  5. Coincheck shall not be responsible for damages incurred by the Registered User as a result of any action taken in accordance with Article 17.
  6. Registered Users can suspend and terminate their own registration by notifying Coincheck in advance in the manner prescribed by Coincheck.
  7. In the event that registration is temporary suspended, canceled or terminated (except for the previous 6.) pursuant to Article 17, Coincheck is under no obligation to explain the reason to the Registered User. Furthermore, in this event, Coincheck is under no obligation to return any documentation received from the Registered User prior to the suspension or cancellation.

#### **Article 19. Disclaimers**

1. Coincheck does not provide any guarantees regarding the value, function, destination, or use of the cryptocurrency. In addition, Coincheck does not provide any guarantee to registered users for matters not specified in these Terms.
2. Coincheck provides services for buying and selling Cryptocurrency, and does not guarantee that there is no reason to invalidate, cancel, or other reasons that prevent the establishment or validity of the contract.
3. Registered Users are responsible for investigating whether or not they are in breach of any user-applicable statutory laws and regulations, or any internal regulations created by trade associations when using the Services, and are also liable for any costs incurred in such investigations. Coincheck makes no guarantee that the use of the Services by Registered Users conforms to any user-applicable statutory laws and regulations, or any internal regulations created by trade associations.
4. Registered users are responsible for processing and resolving transactions, communications, disputes, etc. that occur between registered users and other registered users or third parties in connection with the Service or our website.
5. Coincheck does not guarantee that there will be no interruption, suspension, termination, unavailability or change of the Service provided by the Company. In addition, the registered user shall be responsible for handling the deletion or loss of the registered user's message or information by the registered user, the cancellation of the registered user's registration by the registered user, the loss of data by the

- registered user, or equipment failure or damage.
6. Coincheck does not guarantee for any information obtained from any website other than our website, even if links are provided to the other website from the Coincheck Website or vice-versa.
  7. Coincheck may refuse to execute or contract cryptocurrency orders placed by Registered Users, or may cancel such contracts, if it deems there to be a clear and significant difference between indicated rates and actual rates due to a systems malfunction. Furthermore, Coincheck will notify Registered Users as soon as possible regarding the method used in this process to cancel and correct contracts and the amount of adjusted profit/loss, based on its reasonable judgment.
  8. Coincheck does not guarantee for no future enactment and or amendments in legislation, cabinet orders, regulations, rules, orders, notices, prefectural ordinances, guidelines, or other regulations on cryptocurrency (hereinafter referred to as "Legislation, etc."); or in tax systems, including consumption tax.
  9. Coincheck shall not be responsible for any retrospective compensation if Registered Users incur damages as a result of the retrospective application of future enactments or amendments in Legislation, etc., or related tax systems (including consumption tax) concerning cryptocurrency.
  10. Coincheck does not offer any guarantees concerning the value, stability, or legality of cryptocurrencies themselves.
  11. Regardless of the provisions of the preceding paragraphs, in the event that Coincheck should provide compensation to registered users (limited to individuals other than those who become parties to the contract as a business or for business due to reasons attributable to the Company due to services provided by the Company), The scope of compensation for damages incurred by the Company was actually caused directly by the Company's actions, unless the Company had intentional or gross negligence. Limited to damages, and up to the total amount of fees set forth in Article 7, Paragraph 1 received from registered users for one month retroactively from the time the damage occurred.
  12. Regardless of the provisions of paragraphs 1 to 10, in the event of damage for registered users (only if they become parties to a contract as a business or for a business due to services provided by the Company which is excluded for consumer contract law ), the Company shall not be liable to the registered user unless the Company has intentional or serious negligence.

#### **Article 20. Non-Disclosure**

1. In these Terms, "Confidential Information" shall mean all information on Coincheck's technology, business, services, finances, organization, and other matters that have been provided, disclosed, or otherwise made known to the Registered User by Coincheck in connection with these Terms or the Services; whether in writing, verbally, or on recorded media or similar. Notwithstanding the foregoing, the following information are not included in Confidential Information:
  - (1) Information that was either already general knowledge in the public domain, or already known at the time it was provided/disclosed by Coincheck or at the time it was made known;
  - (2) Information that entered the public domain through a publication or by some other means that was not the fault of the Registered User after it had been provided/disclosed by Coincheck or made known;
  - (3) Information legally obtained from a third party with the authority to provide or disclose it, with no obligation of confidentiality attached;
  - (4) Information developed independently without the use of Confidential Information; and
  - (5) Information not required to be kept confidential, as confirmed in writing by Coincheck.
2. Registered Users shall only use Confidential Information for the purpose of using the Services; in addition to which they shall not provide, disclose, or leak Coincheck's Confidential Information to any third party without Coincheck's written consent.
3. Notwithstanding the provisions of Article 19-2, Registered Users may disclose Confidential Information as ordered, demanded, or requested under the law, or by a court or government agency. However, in the event of any such order, demand, or request, the Registered User must promptly notify Coincheck of the fact.
4. Whenever requested by Coincheck, Registered Users must comply with Coincheck's instructions and either return or destroy Confidential Information and written documents, other recording media, and all copies of the same that describe or contain Confidential Information.

#### **Article 21. Amendments to the Terms, etc.**

1. Coincheck may change the content of the Services at its own discretion.
2. Coincheck may amend these Terms (including the Manual on its Services, guidelines, policies, matters to note and other individual regulations, etc. published on the Coincheck Website; to mean the same hereinafter in this paragraph).
3. When amending these Terms, Coincheck will issue notice to that effect with details of the amendments and the effective date of the amendments. Registered Users shall be deemed to have agreed to the amendments if they use the Services after the date the amendments take effect, or if they have not implemented the procedures to cancel registration within the time frame prescribed by Coincheck.

**Article 22. Notices, etc.**

1. Any inquiries about our Services, other contact or notices to Coincheck from Registered Users, notice of amendments to these Terms, and any other contact or notices from Coincheck to Registered Users, shall be done in the manner prescribed by Coincheck.

**Article 23. Assignment of Terms, etc.**

1. Registered Users shall not assign, transfer, pledge as collateral, or otherwise dispose of their status under the Service Agreement, or their rights and obligations under these Terms, to any third party without the prior written consent of Coincheck.
2. In the event that Coincheck assigns the business related to the Services to another company, it may transfer the status under the Service Agreement, the rights and obligations under these Terms, Registered Information on the Registered User, and all other customer information to the assignee at the time of the assignment; and the Registered User shall be deemed to have agreed in advance to this paragraph in regard to the assignment. Note that the business assignment prescribed in this paragraph shall include not only normal business assignments but also corporate splits and various other types of business transfer.

**Article 24. Governing Law and Court with Exclusive Jurisdiction**

1. These Terms shall be governed by the laws of Japan, and the first court with exclusive jurisdiction over any disputes arising from, or related to, these Terms shall be either the Tokyo Summary Court, or the Tokyo District Court.

**Article 25. Consultation**

1. Coincheck and Registered Users shall consult with each other in all good faith to try and promptly resolve any doubts regarding matters not stipulated in these Terms or the interpretation of these Terms.

October 31, 2019

Coincheck Inc.