

International User Agreement

Last updated: 21 March 2017

This User Agreement applies to Circle customers outside of the United States and the European Economic Area.

Effective March 21, 2017

The following terms and conditions shall apply immediately to all Circle customers that hold a bitcoin-denominated Circle Account, regardless of the date on which you signed up:

Bitcoin Network

Bitcoin is a decentralized currency that operates on open source software protocols which can be used, modified or adapted by anyone; provided that certain changes require a certain amount of consensus among the parties using and supporting the Bitcoin network. As a result of the decentralized nature of Bitcoin it is possible that sudden, unexpected or controversial changes (“forks”) can be made to Bitcoin. It is also possible that such forks result in multiple versions of “Bitcoin” existing simultaneously. By using Circle you acknowledge and agree that: (i) Circle does not own or control the Bitcoin network and is not responsible for any losses you may incur as a result of the functionality or security of the Bitcoin network and (ii) Circle is not responsible for forks or changes to the Bitcoin network, any of which may result in significant and sudden changes to the value and/or usability of Bitcoin.

Customers who hold bitcoin in their Circle accounts should be aware that one or more “forks” of Bitcoin may be occurring in the very near future. The exact timing, nature, duration, outcome and impact of any “fork” of Bitcoin cannot be determined ahead of time. The only way to avoid being potentially negatively impacted by a “fork” of Bitcoin is to not hold bitcoin.

With respect to any potential “fork” of bitcoin, you acknowledge and agree that (i) Circle shall determine in its sole discretion which “fork” (or “forks”) of Bitcoin it will support (“Supported Bitcoin”) and Circle shall be under no obligation to support any other “forks” or versions of Bitcoin. Unless Circle in its sole discretion chooses to do so, Circle does not and will not support any forked versions of Bitcoin, or any other digital currencies, tokens, coins or forked protocols (collectively, “Other Digital Currencies”) whether or not they are created as a result of a fork of the Bitcoin network, are independently created or otherwise, and regardless of whether or not such Other Digital Currencies hold any value. You acknowledge and agree that you will not use your Circle account to hold, send, receive or otherwise transact with any Other Digital Currencies. In the event that you attempt to use your Circle account to transact with Other Digital Currencies, Circle is under no obligation to take any measures to help you recover any such Other Digital Currencies or make you whole for any losses associated with such Other Digital Currencies. Holding Supported Bitcoin in your Circle account does not entitle you to any additional tokens or value associated

with Other Digital Currencies that may result from your ownership of Supported Bitcoin, regardless of whether you would be entitled to such additional tokens or value had you held such Supported Bitcoin outside of Circle.

Note that in the event of a “fork” of Bitcoin, Circle may be forced to suspend all activities relating to bitcoin (including sending and receiving bitcoin) for an extended period of time until Circle has determined in its sole discretion that such functionality can be restored (“Bitcoin Downtime”). This Bitcoin Downtime will likely occur immediately upon a “fork” of Bitcoin with little to no warning, and during this period of Bitcoin Downtime you will not have access to bitcoin that you hold in your Circle account.

If you currently hold bitcoin in your Circle account and want to avoid any potential loss in value, loss of access to your funds on Circle, or other negative consequences that might arise from a “fork” of Bitcoin, If you currently hold bitcoin in your Circle account and want to avoid any potential loss in value, loss of access to your funds on Circle, or other negative consequences that might arise from a “fork” of Bitcoin, you should send your Bitcoin to a wallet or exchange that will support multiple forks of Bitcoin.

This User Agreement (“Agreement”) is a contract between you and Circle Internet Financial Trading Company Limited (“Circle”, “us”, “our” or “we”) and Circle Internet Financial, Inc. (solely with respect to the purchase and sale of bitcoin as detailed in [Section 9](#) and related Sections) that applies to your use of Circle’s products and services (the “Services”). By registering an account with Circle or using any of the Services, you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement as well as our [Privacy Policy](#), [Cookie Policy](#), and [E-Sign Consent](#), which are incorporated into this Agreement by reference. [Section 22](#) of this Agreement governs how this Agreement may be changed over time. The text in the boxes throughout this Agreement is there to help you understand the Agreement, but is not part of the Agreement. If after reading this Agreement in its entirety you are still unsure of anything or you have any questions, please feel free to [contact Support](#).

If you want to have a Circle account, these are the rules that you and Circle need to follow. Incorporating the Privacy Policy, Cookie Policy and E-Sign Consent “by reference” means that by agreeing to this User Agreement you are also subject to those policies.

1. Eligibility

You must be an individual of at least 13 years of age and not reside in the United States or European Economic Area to enter into this Agreement. In order to link a bank account, debit card or credit card to your account, you must be at least 18 years of age. Circle does not support business accounts. Use of certain Services may have further eligibility requirements that will need to be verified prior to you using such Services.

If you are under the age of 18 and would like to link a bank account, debit card, or credit card, please [contact Support](#). Note that we may not provide all or some of our Services to certain persons or regions if, for example, in doing so, we would not be able to comply with the laws relating to our Services in such circumstances.

2. Registration Process; Identity Verification

You may open only one Circle Account. If you attempt to open more than one account, such additional account(s) may be suspended or terminated.

When registering for your account, you must provide current, complete, and accurate information for all required elements on the registration page. If any of this information changes, it is your obligation to update such information as soon as possible. From time to time, we may also require you to provide further information as a condition for continued use of the Services. If you wish to convert local currency to bitcoin by linking a bank account, debit card, or credit card, you authorize Circle, directly or through third parties, to make any inquiries we deem necessary to validate your identity. This may include requesting further information about you such as your date of birth, email address, physical address, tax identification number, and bank account or credit card information so that we can confirm your identity. We reserve the right to maintain your account registration information after you close your account for business and regulatory compliance purposes.

In order to prevent fraud and to comply with international law as well as U.S. federal and state laws, if you want to link a bank account, debit card, or credit card in order to make a deposit, we need to make sure that you are who you say you are. If you are depositing bitcoin from an external wallet or address, then these steps will not be necessary.

3. Privacy

We are committed to protecting your personal information and to helping you understand exactly how your personal information is being used. You should carefully read our [Privacy Policy](#) and [Cookie Policy](#), as it provides details on how your personal information is collected, stored, protected, and used.

4. Communications

By entering into this Agreement, you agree to receive electronic communications and notifications in accordance with our [E-Sign Consent Policy](#).

Printing and mailing correspondence, disclosures, and account statements takes time and money, so we like to handle these matters electronically.

This Agreement is provided to you and concluded in English. We will also communicate with you in English for all matters related to your use of our Services. Where we have provided you with a translation of the English language version of this Agreement, you agree that the translation is provided for your convenience only and that the English language version of the Agreement will govern your use of the Services.

5. Security of User Information

You are responsible for maintaining the confidentiality and security of any and all account names, user IDs, passwords, personal identification numbers (PINs), and mobile unlock codes that you use to access the Services. You are responsible for keeping your email address up to date in your Circle Account profile and for maintaining the confidentiality of your user information. You agree to (i) notify Circle immediately if you become aware of any unauthorized use of the Services or any other breach of security regarding the Services at support@circle.com and (ii) enable all relevant security features such as two-factor authentication and PIN Code or TouchID access control. Circle will not be liable for any loss or damage arising from your failure to protect your account information.

We shall not bear any liability for any damage or interruptions caused by any computer viruses, spyware, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack. We advise the regular use of a reliable virus and malware screening and prevention software. If you question the authenticity of a communication purporting to be from Circle, you should login to your account through the Circle website (www.circle.com) or mobile applications, not by clicking any links contained in emails.

We go to great lengths to protect your account, but we need you to do the same. It is important that you always protect not only your Circle password but also the email account associated with your account and any device used to access your account.

6. Account Suspension & Closure

We may, in our sole and absolute discretion, without liability to you or any third party, refuse to let you open an account, suspend your account, or terminate your account or your use of one or more of the

Services. Such actions may be taken as a result of account inactivity, failure to respond to customer support requests, failure to positively identify you or your violation of the terms of this Agreement (including, but not limited to, Sections [16](#) and [17](#)). If you have a balance remaining in an account which has been suspended or closed, you will be able to recover such funds, unless prohibited by law or a court order. Circle, in its discretion, will allow you to either (i) withdraw such funds to an already-linked bank account, debit card or credit card or (ii) send your funds to an external bitcoin address. We reserve the right to require you to provide further identifying information before processing such withdrawal or transfer requests and to delay or prohibit such withdrawal or transfer if we believe fraudulent or illegal activity has occurred. If you are unable to login to your account, you will need to contact Support to process such withdrawal.

You may terminate this Agreement at any time by closing your account and discontinuing use of the Services. Upon termination of this Agreement and your account, you remain liable for all transactions made while the account was open.

If you use Circle to commit crime, we can close your account. If your account is closed, we may require you to complete additional identity verification and fraud prevention steps in order to access funds in that closed account.

7. Services; Third Parties

Circle provides you with a secure and convenient way to establish and account for purposes of (i) depositing local currency in exchange for bitcoin, (ii) storing bitcoin, and (iii) sending and receiving bitcoin. Your account is not a bank account.

Circle is an independent contractor for all purposes and is not your agent or trustee. Circle does not have control of, or liability for, any products or services that are purchased or sold by third parties using the Services. Circle does not guarantee the identity of any user or other party or ensure that a buyer or seller is authorized to complete a transaction or will complete a transaction. Circle is not liable for any losses or issues that may arise from such third party transactions, including, but not limited to, legality, quality, delivery, or satisfaction with any products purchased. If you are not satisfied with any goods or services purchased from, or sold to, a third party using the Services, you must handle those issues directly with the third party seller or buyer, as applicable.

If you use your Circle account to send money to someone in exchange for a product or service, and you have a problem with that product or service, you will need to resolve that dispute directly with the third

party.

8. Mobile Services

To the extent you access the Services through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain mobile applications may be prohibited or restricted by your carrier, and not all Services may work with all carriers or devices. By using mobile Services, you agree that we may communicate with you by SMS, MMS, text message, push notification, and/or other electronic means via your mobile device and that certain information about your usage of the Services may be communicated to us. In the event that you change or deactivate your mobile telephone number, you agree to promptly update your account information to ensure that your messages are not sent to any person who might acquire your old number.

In order to maintain the security of your account, two-factor authentication is required. That means that you need to have a valid phone and update your account information if your phone number changes.

9. Fees; Authorization

Circle does not charge any fees for deposits and withdrawals from bank accounts, secure storage, insurance, or for any bitcoin-to-bitcoin transactions. If you choose to deposit funds using a debit card or credit card, you will incur a fee payable to us that will be disclosed to you at the time of such deposit. You also agree to pay any other fees that are disclosed to you with respect to the Services or that may be charged by your bank, card issuing institution, phone carrier or internet service provider.

If you link a bank account to your Circle account, you should not be charged any fees. If you choose to deposit by credit card, there will be an additional processing charge to cover bank fees, and it is possible that your bank might charge additional fees such as cash advance fees and, if your card is not issued by a US bank, your bank may charge you foreign exchange conversion fees.

By linking a bank account, debit card, or credit card to your account, you authorize Circle to communicate with your bank or card issuer to provide or obtain any information required by Circle or your bank or card issuer in connection with us providing the Services to you. By providing this information, your bank is neither endorsing Circle nor is it in any way responsible for the Services.

When you use your bank account, debit card, or credit card to deposit funds, you are requesting an electronic transfer of funds. For bank account transactions, Circle will make electronic fund transfers from your bank account in the amount you specify. You agree that such requests constitute your authorization to Circle to make such transfers. Once you have provided your authorization for a transfer, you will not be able to cancel the electronic transfer. You hereby give Circle the right to resubmit any electronic fund transfer you authorized that is returned for insufficient or uncollected funds. You also authorize us to amend your Circle account activity to correct such error. You authorize Circle to take necessary action to reverse, credit, or debit any payment in connection with any necessary chargebacks, reversals, refunds, or adjustments.

10. Value of Bitcoin; Conversion Rate

Circle does not guarantee the value of bitcoin. The value of bitcoin can rapidly increase or decrease at any time. You acknowledge that the price or value of bitcoin may fluctuate and that the conversion rate (the “Conversion Rate”) for converting local currency into bitcoin may not be the same Conversion Rate that applies when converting bitcoin into local currency. You will always be shown the applicable Conversion Rate for a transaction prior to consummating the transaction. You agree to deliver the agreed upon payment for bitcoin upon confirmation of an order, regardless of changes in bitcoin value. The Services do not involve any extension of credit to you, and no credit is extended to you in connection with your use of the Services. In the event you are entitled to a refund or other payment by Circle, Circle shall have no liability for any losses resulting from a change in the Conversion Rate that may have occurred since the time of the original transaction. We are not responsible for any processing delays that may result in connection with any deposit, withdrawal, or transaction.

The conversion rate of bitcoin to local currency is constantly changing. If a deposit attempt fails and the value of bitcoin rises before you are able to successfully complete a deposit, we are not responsible for any value lost due to that conversion rate change.

11. Theft Insurance

In the event that any bitcoin held in your account are lost or stolen as a result of a direct breach of Circle’s digital or physical storage facilities, such bitcoin reserves are fully insured, subject to the terms and conditions of Circle’s insurance policy with Marsh Insurance. If your bitcoin are lost or stolen as a result of your own failure to maintain proper security protocols in accordance with [Section 5](#), such loss is not covered by Circle’s insurance. Your account is not covered by any government-backed deposit insurance scheme.

If Circle's security measures are compromised, we have you covered up to your full account balance. If someone is able to gain access to your account by gaining direct access to your phone and computer, or otherwise, that is not covered by our insurance.

12. Transaction Limits

Circle reserves the right to change the deposit, withdrawal, conversion, storage, and velocity limits on your account as we deem reasonably necessary. We may establish individual or aggregate transaction limits on the size or number of deposits or withdrawals you make during any specified time period.

A "velocity limit" relates to the speed and frequency of transactions. If you are making 1,000 deposits per day, we might need to slow you down a bit.

13. Right to Suspend or Delay Transactions

We reserve the right to change, suspend, or discontinue any aspect of the Services at any time, including hours of operation or availability of any feature, without notice and without liability. We may decline to process any deposit or withdrawal without prior notice and may limit or suspend your use of one or more Services at any time, in our sole discretion. Suspension of your use of any of the Services will not affect your rights and obligations pursuant to this Agreement. We may, in our sole discretion, delay deposits or withdrawals if we believe the transaction is suspicious, may involve fraud or misconduct, violates applicable laws, or violates the terms of this Agreement.

14. Insufficient Funds

If at any point your account has a negative balance (as a result of a deposit being rejected or reversed or otherwise), Circle may deduct amounts you owe from the balance of your account from funds you subsequently deposit or receive into your account or from any other Circle account that is held in your name. If Circle requests that you complete a deposit in order to resolve a negative balance issue and you fail to do so, you authorize Circle to initiate a deposit in the amount of such deficiency from your linked bank account, credit card, or debit card (if applicable). If you have more than one account, Circle may set off the negative balance in one account by using any balance that you hold in your other accounts.

In the event that Circle is forced to engage a third party to assist with the recovery of any negative balance, overdraft or chargeback, you will be charged any fees or expenses that are incurred by Circle in connection with such recovery efforts, including, but not limited to, collection fees or convenience fees charged by third parties. You hereby explicitly agree that all communication in relation to a delinquent account will be made by electronic mail or phone. Such communication may be made by Circle or by any third party acting on its behalf, including but not limited to a third party collection agent. Note that if Circle is forced to engage such third parties in connection with recovering amounts that you owe Circle, your credit may be negatively impacted.

15. Refunds; Reversals

Once a bitcoin transaction has been initiated, it cannot be reversed. Deposits using a bank account, debit card, or credit card may be reversed or may be subject to a chargeback or related claim. Except as set forth in this Agreement, all payment transactions processed through the Services are non-refundable. You may have additional refund or charge-back rights under your agreement with the recipient of such funds, your bank, or applicable law. You should periodically review statements from your bank, which should reflect all applicable payment transactions made using that payment method. You can also always access the record of your Circle transactions by logging into your account.

16. Restricted Activities

In connection with your use of Services, you hereby agree that you will not:

- violate (or assist any other party in violating) any applicable law, statute, ordinance, or regulation;
- intentionally try to defraud (or assist in the defrauding of) Circle or other Circle users;
- provide false, inaccurate, or misleading information;
- take any action that interferes with, intercepts, or expropriates any system, data, or information;
- partake in any transaction involving the proceeds of illegal activity;
- transmit or upload any virus, worm, or other malicious software or program;
- attempt to gain unauthorized access to other Circle accounts, the Circle website, or any related networks or systems;
- use the Services on behalf of any third party or otherwise act as an intermediary between Circle and any third parties;
- collect any user information from other Circle users, including, without limitation, email addresses;
- defame, harass, or violate the privacy or intellectual property rights of Circle or any other Circle users; or
- upload, display or transmit any messages, photos, videos or other media that contain illegal goods, pornographic, violent, obscene or copyrighted images or materials for use as an avatar, in

connection with a payment or payment request, or otherwise.

17. Prohibited Payments

Using the Services to make the following types of payments is prohibited, and Circle reserves the right to monitor for payments that relate to:

- any Restricted Persons or persons or entities located in Restricted Territories (as each term is defined in [Section 29](#);
- weapons of any kind, including but not limited to firearms, ammunition, knives, or related accessories;
- controlled substances including but not limited to narcotics, prescription drugs, steroids, or related paraphernalia or accessories;
- gambling activities including but not limited to sports betting, casino games, horse racing, dog racing, lotteries, games of chance, sweepstakes, games of skill that may be classified as gambling (i.e. poker), or other activities that facilitate any of the foregoing;

We understand that gambling may be legal in your jurisdiction, but unfortunately we cannot allow you to use Circle in connection with these activities.

- constitute money-laundering or terrorist financing;
- any sort of Ponzi scheme, pyramid scheme, or multi-level marketing program;
- goods or services that infringe or violate any copyright, trademark, or proprietary rights under the laws of any jurisdiction or otherwise constitute counterfeit goods;
- debt settlement, refinance, or credit repair services;
- court ordered payments, structured settlements, tax payments, or tax settlements;
- the sale of money orders or cashier's checks or any money transmitter activity;

You can use your Circle account to buy bitcoin for sale on other registered platforms and exchanges or to sell bitcoin acquired from other registered platforms and exchanges. You cannot use your Circle account to (i) buy bitcoin for sale to individuals through peer-to-peer brokerage services or unregistered exchanges (such as LocalBitcoins, Craigslist, eBay or similar websites), (ii) sell bitcoin that you have acquired directly from individuals through peer-to-peer brokerage services or unregistered exchanges (such as LocalBitcoins, Craigslist, eBay or similar websites), or (iii) buy or sell bitcoin on behalf of anyone else. Such activities might be in violation of applicable law - so we can't allow it.

- lottery contracts, layaway systems, or annuities;
- counterfeit goods, including but not limited to fake or "novelty" IDs;

- purchasing goods from Tor hidden service markets or “Darknet” markets, or any other service or website that acts as a marketplace for illegal goods (even though such marketplace might also sell legal goods); or
- any other matters which we communicate to you that are unacceptable from time to time and which, for example, may be restricted by our and your payment partners.

In the event that Circle learns that you are making any such prohibited payments, Circle may suspend or terminate your Circle Account.

For more information on prohibited activities, please read this Support article:

<https://support.circle.com/hc/en-us/articles/204691914-It-s-not-you-it-s-me-User-Agreement-Violations->

18. Taxes

Circle will maintain a record of your transaction history, which you will be able to access through your Circle Account for purposes of making any required tax filings or payments, but it is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority. Circle will make any tax withholdings or filings that we are required by law to make, but Circle is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

19. Indemnification; Release

You agree to indemnify and hold Circle, its affiliates, and service providers, and each of their officers, directors, agents, joint venturers, employees, and representatives harmless from any claim or demand (including attorneys’ fees and any losses, fines, fees, or penalties imposed by any regulatory authority) arising out of your breach of this Agreement, your violation of any law or regulation or your use of the Services.

For the purpose of this Section 19, the term “losses” means all net costs reasonably incurred by us or the other persons referred to in this Section which are the result of the matters set out in this Section 19 and which may relate to any claims, demands, causes of action, debt, cost, expense or other liability, including reasonable legal fees (without duplication).

“Indemnify” means to compensate someone for the harm or loss they may suffer. If you breach this Agreement or violate the law and it results in Circle facing claims or expenses, you agree to cover those

losses.

If you have a dispute with one or more users or third parties, you release Circle (and its affiliates and service providers, and each of their officers, directors, agents, joint ventures, employees, and representatives) from any and all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

If you have a dispute with anyone other than Circle, you release us from liability associated with that dispute.

20. Limitation of Liability; No Warranty

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CIRCLE AND OUR AFFILIATES AND SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF CIRCLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES.

We will not be liable for “exemplary damages” (often called punitive damages) or other indirect losses. So if we do something wrong that costs you \$100, our liability is limited to that \$100.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES AND CLOSE YOUR ACCOUNT.

THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. CIRCLE, OUR AFFILIATES, AND OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CIRCLE MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS.

We cannot guarantee that Circle is always going to meet your demands. As we grow we will likely add new services, change certain features and drop old features. We hope you are always happy with Circle, but we can't contractually guarantee you will be.

Circle will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner, but Circle makes no representations or warranties regarding the amount of time needed to complete processing because the Services are dependent upon many factors outside of our control, such as delays in the banking system or the U.S. or international mail service. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from jurisdiction to jurisdiction.

21. Force Majeure

Circle shall have no liability for any failure or delay resulting from any condition beyond our reasonable control, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood, or other acts of God, labor conditions, power failures, equipment failures, and Internet disturbances.

This section allows our lawyers to demonstrate that not all legal terms are Latin. Some are French.

22. Amendments

We may amend any portion of this Agreement at any time by posting the revised version of this Agreement with an updated revision date. The changes will become effective, and shall be deemed accepted by you, the first time you use the Services after the initial posting of the revised User

Agreement and shall apply on a going-forward basis with respect to transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account. You agree that we shall not be liable to you or any third party as a result of any losses suffered by any modification or amendment of this Agreement.

If the revised Agreement includes a material change we will provide you with 30 days' prior notice via our website and/or email before the material change becomes effective. For this purpose a "material change" means a significant change other than changes that (i) are to your benefit, (ii) are required to be made to comply with applicable laws and/or regulations or as otherwise required by one of our regulators, (iii) relates to a new product or service made available to you, or (iv) to otherwise clarify an existing term.

As Circle grows and offers new products and services, we will need to make changes to this Agreement. If we make a big change, we'll give you 30 days' notice. You can always tell when this Agreement was last changed by checking the "Last Updated" date at the top of the Agreement.

23. Assignment

You may not transfer or assign this Agreement or any rights or obligations you have under this Agreement without our prior written consent, by operation of law or otherwise and any such attempted assignment shall be void. We reserve the right to freely assign or transfer this Agreement and the rights and obligations of this Agreement, to any third party at any time without notice or consent. If you object to such transfer or assignment, you may stop using our Services and terminate this Agreement by [contacting Support](#) and asking us to close your account.

24. Survival

Upon termination of your account or this Agreement for any other reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.

25. Third Party Applications

If you grant express permission to a third party to connect to your account, either through the third party's product or through Circle, you acknowledge that granting permission to a third party to take

specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold Circle responsible for, and will indemnify Circle from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant.

26. Website; Third Party Content

Circle strives to provide accurate and reliable information and content on the Circle website, but such information may not always be correct, complete, or up to date. Circle will update the information on the Circle website as necessary to provide you with the most up to date information, but you should always independently verify such information. The Circle website may also contain links to third party websites, applications, events or other materials (“Third Party Content”). Such information is provided for your convenience and links or references to Third Party Content do not constitute an endorsement by Circle of any products or services. Circle shall have no liability for any losses incurred as a result of actions taken in reliance on the information contained on the Circle website or in any Third Party Content.

From time to time we might post helpful links or articles on our website, but you should investigate those sources on your own.

27. Limited License; IP Rights

We grant you a limited, non-exclusive, non-sublicensable, and non-transferable license, subject to the terms and conditions of this Agreement, to access and use the the Services solely for approved purposes as determined by Circle. Any other use of the Services is expressly prohibited. Circle and its licensors reserve all rights in the Services and you agree that this Agreement does not grant you any rights in or licenses to the Services except for the limited license set forth above. Except as expressly authorized by Circle, you agree not to modify, reverse engineer, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in whole or in part. If you violate any portion of this Agreement, your permission to access and use the Services may be terminated pursuant to this Agreement. "Circle.com", "Circle", and all logos related to the Services are either trademarks, or registered marks of Circle or its licensors. You may not copy, imitate, or use them without Circle's prior written consent. All right, title, and interest in and to the Circle website, any content thereon, the Services, and all technology and any content created or derived from any of the foregoing is the exclusive property of Circle and its licensors.

We grant you access to use all of our products and services, but we still own the intellectual property associated with these products and services.

28. Unclaimed Property

If Circle is holding funds in your account, and Circle is unable to contact you and has no record of your use of the Services for several years, applicable law may require Circle to report these funds as unclaimed property to the applicable jurisdiction. If this occurs, Circle will try to locate you at the address shown in our records, but if Circle is unable to locate you, it may be required to deliver any such funds to the applicable jurisdiction as unclaimed property. Circle reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

If you haven't logged into your Circle account for a number of years and we are unable to get in touch with you, we may be obligated under law to consider your account abandoned and we might then be required to transfer your account balance to a body designated by law.

29. Legal Compliance

The Services are subject to United States Export Administration Regulations, and, by using the Services, you represent that your actions are not in violation of such export control restrictions. Without limiting the foregoing, you may not use the Services if (i) you are a resident, national or agent of Cuba, North Korea, Sudan, Syria, or any other country to which the United States embargoes goods ("Restricted Territories"), (ii) you are on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals ("Restricted Persons"), or (iii) you intend to supply bitcoin or otherwise transact with any Restricted Territories or Restricted Persons.

30. Disputes; Governing Law; Jurisdiction

If you have a dispute with us, please contact us and we will aim to resolve the matter quickly.

The terms of this User Agreement are governed by the laws of the Republic of Ireland. This means that this Agreement and any dispute or claim arising out of or in connection with it will be governed by the laws of the Republic of Ireland. You agree with us that, as you are a consumer, the courts in the permitted region where you are resident will have non-exclusive jurisdiction.

This means for example, that if you are a resident in England, you may bring proceedings in England.

31. Entire Agreement; Third Party Rights

The failure of Circle to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and remain enforceable between the parties.

The heading and explanatory text are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. This Agreement, including Circle's policies governing the Services referenced herein, the Privacy Policy, the Cookie Policy and the E-Sign Consent constitute the entire agreement between you and Circle with respect to the use of the Services.

This Agreement is not intended and shall not be construed to create any rights or remedies in any parties other than you and Circle and other Circle affiliates which each shall be a third party beneficiary of this Agreement, and no other person shall assert any rights as a third party beneficiary hereunder.

This Agreement (along with the Privacy Policy, Cookie Policy and E-Sign Consent) are the only documents that govern your relationship with Circle. If some future court judgment deems any particular provision of this Agreement unenforceable, the rest of the Agreement is still valid.

Questions? Concerns? Suggestions?

Please contact us at support@circle.com to report any violations of this User Agreement or to ask any questions regarding this User Agreement or the Services.