TheCoinRamp LLC

Terms and Conditions

Customer Agreement for Use of TheCoinRamp Services

Effective Date: August 6, 2026 | Version 2.0
FinCEN MSB Registration: BSA ID 31000326517984 | 30 N Gould St, Ste R, Sheridan, WY 82801

Please read carefully
These Terms describe an important limitation: TheCoinRamp does not hold your funds or digital assets. Your assets are held by a separate licensed provider. Section 5 explains what this means for you. Blockchain transfers are irreversible; Section 8 explains the risks.

1. Introduction and Definitions

In these Terms and Conditions, TheCoinRamp and TCR mean TheCoinRamp LLC, a Wyoming limited liability company, together with its web and application experiences. You and Customer mean the person or entity accepting these Terms.

These Terms are in addition to any other agreement between you and TCR, and in addition to any agreement you enter into directly with a Regulated Service Provider as described in Section 4.

Term	Meaning
Services	The TCR-branded website, applications, and interfaces through which you access the features described in Section 2.
Regulated Service Provider	A licensed third party that provides money transmission, digital asset exchange, custody, or settlement in connection with the Services.
Custodian	The Regulated Service Provider or its affiliate that holds your digital assets and controls the associated private keys.
Digital Asset	A stablecoin or other digital asset supported through the Services.
Content	Information made available through the Services, including transaction records, balances, confirmations, and educational material.

2. The Services

Subject to eligibility and verification, the Services allow you to:

- Convert U.S. dollars into supported Digital Assets, and convert supported Digital Assets into U.S. dollars.
- View balances held for you by the Custodian and access transaction history and confirmations.
- Transfer supported Digital Assets to blockchain addresses you designate.
- Maintain a saved list of destination addresses.

The Services are an interface. The regulated activity underlying them, including money transmission, exchange, custody, and settlement, is performed by one or more Regulated Service Providers.

2.1 What the Services Are Not

- TCR is not a bank. Balances are not deposits and are not insured by the Federal Deposit Insurance Corporation.
- TCR is not a broker-dealer, investment adviser, or securities firm, and is not registered with the U.S. Securities and Exchange Commission or FINRA.
- TCR does not offer securities, does not hold securities for you, and does not provide investment advice or recommendations.
- TCR does not provide tax or legal advice.

3. Eligibility

The Services are offered to United States residents only. They are not directed to, and may not be used by, persons in any jurisdiction where such use would be contrary to law.

You must be at least 18 years of age, or the age of majority in your jurisdiction if higher.

By accessing the Services, you represent and warrant that you are not identified on any trade embargo or economic sanctions list, including the OFAC Specially Designated Nationals List, any United Nations Security Council sanctions list, or the Denied Persons or Entity List maintained by the U.S. Department of Commerce, and that you are not ordinarily resident in a comprehensively sanctioned jurisdiction.

TCR reserves the right to select the markets and jurisdictions in which it conducts business, and may restrict or refuse the Services in any country or region at its discretion.

4. Regulated Service Providers

TCR delivers the Services in partnership with one or more Regulated Service Providers. To use the Services you may be required to accept a separate agreement directly with a Regulated Service Provider, and to complete identity verification administered by that provider or its vendor.

- Your relationship with a Regulated Service Provider is governed by that provider's own agreement, which is separate from and in addition to these Terms.
- A Regulated Service Provider may decline to onboard you, may refuse or reverse a transaction, and may suspend or terminate your access to its services, independently of TCR.
- TCR may change, add, or remove Regulated Service Providers. Where a change materially affects you, TCR will provide notice.
- Supported Digital Assets, supported blockchain networks, transaction limits, and minimums are determined by the applicable Regulated Service Provider and may change.

5. Custody of Your Assets

This section describes how your funds and Digital Assets are held. Please read it carefully.

5.1 TCR Does Not Take Custody

At no time does TCR take custody of your funds, Digital Assets, or any other asset. TCR does not hold, generate, or control the private keys associated with your Digital Assets, and cannot move your assets other than by transmitting an instruction you have authorized.

5.2 A Licensed Provider Holds Your Assets

Your Digital Assets are held by a Custodian, which is a licensed or regulated third party. Balances shown in the Services reflect assets held for you by the Custodian, not assets held by TCR.

This is not self-custody

Because a Custodian holds the private keys, you do not directly control your Digital Assets on the blockchain, and you are not issued and do not maintain recovery keys or a seed phrase. Your ability to access and move your assets depends on the Custodian's continued operation and on your continued access to your account. You should understand this arrangement before using the Services.

5.3 Consequences

- Access to your assets depends on the Custodian and on your account remaining in good standing with TCR and the Regulated Service Provider.
- In the event of the Custodian's insolvency or failure, your rights are determined by applicable law and by the Custodian's own terms. TCR does not guarantee recovery of assets in that event.
- Balances are not deposits and are not FDIC insured. Digital Assets held by a Custodian are not protected by SIPC.
- TCR does not lend, invest, pledge, or rehypothecate your assets, and does not authorize any Regulated Service Provider to do so on TCR's behalf.

6. Verification and Account Information

You must complete identity verification before transacting. You agree to provide accurate, current, and complete information and to update it promptly when it changes.

Verification may be administered by a Regulated Service Provider or its vendor, in which case you may submit information directly to that party. TCR may not receive or retain the underlying documents. Verification requirements may be repeated or expanded over time, and access to some or all features may be suspended pending completion.

You may not open an account under a false name, on behalf of an undisclosed party, or for a business purpose you have not disclosed. TCR may decline or terminate any relationship where verification cannot be completed or where your activity falls within a prohibited category described in Section 12.

7. Fees

TCR charges fees for use of the Services. Fees applicable to your account are disclosed to you before you complete a transaction and in the fee schedule made available through the Services.

- Fees may include a fixed per-transaction amount, a percentage of transaction value, a minimum fee, or a combination.
- Fees charged by a Regulated Service Provider, and third-party costs such as bank transfer fees and blockchain network fees, may be passed through to you in addition to TCR's fees.
- Blockchain network fees vary with network conditions and are not set or controlled by TCR.
- TCR may change its fees on notice. Continued use of the Services after a fee change takes effect constitutes acceptance.

8. Digital Asset and Transfer Risks

8.1 Blockchain Transfers Are Irreversible

Transfers of Digital Assets to a blockchain address cannot be reversed, cancelled, or refunded once submitted to the network. Neither TCR nor any Regulated Service Provider can recover assets sent in error.

- Sending an asset to an address on the wrong blockchain network will generally result in permanent loss.
- Sending an asset to an incorrect address will generally result in permanent loss.
- You are solely responsible for verifying the destination address and network before authorizing a transfer.

8.2 Value and Market Risk

Digital Assets, including those designed to maintain a stable value, may lose value. A stablecoin may fail to maintain its intended peg. You may receive less value than you expect when converting a Digital Asset to U.S. dollars.

8.3 Tax

Purchasing, selling, converting, transferring, or otherwise using Digital Assets may create tax obligations. You are solely responsible for determining and paying any applicable taxes and for your own tax reporting. TCR does not provide tax advice. You should consult a qualified tax advisor.

8.4 Operational and Network Risk

Blockchain networks may experience congestion, forks, reorganizations, or outages. Regulated Service Providers may experience service interruptions. Access to the Services may be unavailable at times, including during maintenance.

9. Your Responsibilities and Account Security

- Keep your credentials confidential and enable available security features, including multi-factor authentication.
- Notify TCR immediately at support@thecoinramp.com of any unauthorized access or suspected compromise.
- You are responsible for activity conducted through your account, subject to applicable law.
- Do not permit any other person to use your account.
- Verify all transaction details before authorizing.

10. Content and Third-Party Content

The Services may make available Content, including transaction records, balances, confirmations, general information, educational material, and information supplied by third parties.

Content is provided for informational purposes and is not investment, financial, legal, or tax advice. TCR does not guarantee the accuracy, timeliness, completeness, or usefulness of any Content, and does not endorse third-party content. Pricing information may be delayed and is not a guarantee of the price at which a transaction will execute.

Company names, logos, product names, trade names, trademarks, and service marks displayed through the Services are the property of TCR or their respective owners. Content is provided for personal, noncommercial use and may not be copied, republished, redistributed, or mirrored without prior written consent.

11. Self-Directed Use

Your use of the Services is self-directed. TCR does not make recommendations, does not offer investment advice, and does not evaluate whether any transaction is suitable for you.

You are solely responsible for evaluating the merits and risks of any decision you make using the Services, and you agree not to hold TCR or any Regulated Service Provider liable for any claim arising from a self-directed decision. Past performance does not indicate future results.

12. Prohibited Uses

You may not use the Services in connection with any of the following. Engaging in any of these will result in immediate termination of access, and may result in reporting to regulators or law enforcement.

Unlawful and illicit activity

- Money laundering, terrorist financing, proliferation financing, or sanctions evasion.
- Fraud, scams, phishing, extortion, blackmail, or ransomware.
- Child sexual abuse material, human trafficking, or sexual exploitation.
- Narcotics, controlled substances, or drug paraphernalia.
- Trafficking in stolen data, payment credentials, or personally identifiable information.
- Darknet marketplaces, cybercrime services, malware, or hacking services.
- Manufacture or distribution of weapons, munitions, explosives, or weapons of mass destruction.
- Receipt or transmission of funds known or suspected to be derived from criminal activity, or funds obtained through hacking or exploitation.

Restricted business activity

- Operating as an unlicensed or unregistered money services business, money transmitter, or digital asset exchange.
- Providing money transmission, currency exchange, or digital asset exchange services to third parties.
- Check cashing, bail bonds, collections agencies, or payday lending.
- Gambling services, gambling software, gambling payment processing, or gambling hosting.
- Adult content, adult entertainment, escort services, or prostitution.
- Multi-level marketing, pyramid schemes, or referral marketing schemes.
- Marijuana-related businesses.
- Pseudo-pharmaceuticals or unapproved health-claim products.
- Counterfeit goods, unauthorized branded goods, or infringement of intellectual property.
- Shell banks, embassies, consulates, or diplomatic missions.
- Businesses issuing bearer shares that have not been immobilized with an approved custodian.

Account integrity

- Anonymous, numbered, fictitious, or alias-based accounts.
- Accounts where beneficial ownership cannot be established.
- Use of mixing or tumbling services, or transactions structured to obscure the origin or destination of funds.
- Structuring transactions to avoid reporting thresholds.

This list is not exhaustive. TCR and any Regulated Service Provider may prohibit additional categories of business at their discretion, including where a category presents elevated financial, legal, or reputational risk. TCR will notify you where a prohibition affects your existing account.

13. Anti-Bribery and Anti-Corruption

You acknowledge that your activities may be subject to U.S. and other anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

You warrant that you have not and will not, in connection with the Services, make or promise any payment or transfer of anything of value, directly or indirectly, to: any government official or employee, including employees of state-owned or state-controlled entities and public international organizations; any political party, official, or candidate; any intermediary for payment to any of the foregoing; or any person where the payment would violate the law of the country in which it is made or the law of the United States.

You agree that no payment or transfer will be made having the purpose or effect of bribery, acceptance of or acquiescence in extortion, kickbacks, or other improper means of obtaining business or advantage. You will indemnify TCR against any claim, loss, damage, or expense arising from breach of this Section.

14. Disclaimer of Warranties

THE CONTENT AND THE SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS.

To the fullest extent permitted by law, TCR and the Regulated Service Providers disclaim all warranties of any kind, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Neither TCR nor any Regulated Service Provider guarantees the accuracy, timeliness, completeness, or usefulness of any Content, or that the Services will be uninterrupted or error-free. You use the Services at your own risk.

15. Limitation of Liability

15.1 Exclusion of Indirect Damages

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER TCR NOR ANY REGULATED SERVICE PROVIDER WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST OPPORTUNITY, LOSS OF GOODWILL, LOSS OF USE, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Cap on Direct Damages

TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF TCR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SUPPLIERS, AND AFFILIATES ARISING FROM OR RELATING TO THESE TERMS OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED THE TOTAL TRANSACTION FEES PAID BY YOU TO TCR IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15.3 Scope

This limitation applies to claims arising from: use of or inability to use the Services or Content; the cost of substitute goods or services; unauthorized access to or alteration of your account, transmissions, or data; any transaction executed through the Services; the acts or omissions of any Regulated Service Provider or Custodian; and any other matter relating to the Services.

15.4 Exceptions

Nothing in this Section limits liability that cannot be limited under applicable law, including liability for fraud or willful misconduct. This limitation does not apply to your payment obligations to TCR or to violations of TCR's intellectual property rights.

16. Indemnification

You will indemnify and hold harmless TCR and the Regulated Service Providers, and their officers, directors, agents, partners, employees, licensors, and representatives, from any claims, demands, actions, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to: your access to or use of the Services; any act, error, or omission in the use of your account, including by any person using your account; your breach of these Terms; or your violation of applicable law.

17. Termination and Suspension

TCR may suspend or terminate your access to the Services, with or without cause and with or without notice, effective immediately. These Terms terminate immediately if you fail to comply with any provision.

A Regulated Service Provider may independently suspend or terminate its services to you.

Upon termination, TCR will, to the extent permitted by law and by the applicable Regulated Service Provider, facilitate the return or withdrawal of assets held for you. Termination does not relieve either party of obligations accrued before termination. Sections 12 through 21 survive termination.

18. Communications and Recording

By using the Services you consent to the recording and retention of communications, information, and data exchanged between you and TCR and its Regulated Service Providers. TCR may send you service announcements, transaction confirmations, security notices, and administrative messages, which are part of the Services and which you may not opt out of receiving.

19. External Links

The Services may link to third-party websites or resources. TCR does not control and is not responsible for the availability, content, products, or services of those sites, and is not liable for any damage or loss arising from your use of or reliance on them.

20. Governing Law, Venue, and Dispute Resolution

20.1 Governing Law

These Terms and any dispute arising from or relating to them or the Services are governed by the laws of the State of Wyoming, without regard to its conflict of laws principles.

20.2 Informal Resolution

Before initiating any formal proceeding, you agree to contact TCR at support@thecoinramp.com and attempt in good faith to resolve the dispute informally for a period of 30 days.

20.3 Venue

Subject to Section 20.4, any dispute not resolved informally will be brought exclusively in the state or federal courts located in Sheridan County, Wyoming, and you consent to the personal jurisdiction of those courts.

20.4 Arbitration

At the election of either party, any dispute not resolved informally will be resolved by binding arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules, before a single arbitrator, seated in Sheridan County, Wyoming, or conducted remotely. Judgment on the award may be entered in any court of competent jurisdiction.

Claims within the jurisdiction of a small claims court may be brought in that court and are not subject to arbitration so long as they remain there.

20.5 Class Action Waiver

YOU AND TCR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

20.6 Right to Opt Out of Arbitration

You may reject the arbitration provisions in Sections 20.4 and 20.5 by delivering written notice to TCR at support@thecoinramp.com, with the subject line Arbitration Opt-Out, within 30 days of first accepting these Terms. Opting out does not affect any other provision of these Terms.

21. General

21.1 Applicable Policies

Your use of the Services is subject to TCR's then-current policies, including the Privacy Policy and the Trade Notice Statement, which are incorporated by reference.

21.2 Revisions

TCR may revise these Terms at any time by updating this document and posting the revised version through the Services. Where a revision is material, TCR will provide notice. Continued use after a revision takes effect constitutes acceptance. You should review these Terms periodically. The current version is available through the Services under Terms and Conditions.

21.3 Severability

If any provision is held invalid or unenforceable, that provision will be modified to the minimum extent necessary, or severed, and the remaining provisions will continue in full force.

21.4 No Waiver

No failure or delay by TCR in exercising any right constitutes a waiver of that right.

21.5 Assignment

You may not assign these Terms without TCR's prior written consent. TCR may assign these Terms in connection with a merger, acquisition, reorganization, or sale of assets.

21.6 Entire Agreement

These Terms, together with the policies incorporated by reference and any agreement you enter into with a Regulated Service Provider, constitute the entire agreement between you and TCR regarding the Services.

22. Contact

Questions about these Terms may be directed to support@thecoinramp.com.

TheCoinRamp LLC, 30 N Gould St, Ste R, Sheridan, WY 82801

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