

CONTRACTUAL TERMS AND CONDITIONS FOR USING THE COINGATE SYSTEM AND SERVICES

(for Merchants)

The last update was published: **February 5, 2024**

This version of these terms is only applicable to Merchants who accepted these terms after

The last update will come into force to all Merchants: **May 6, 2024**

IMPORTANT! PLEASE READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT SHALL BECOME LEGALLY BINDING TO YOU UPON MARKING “ACCEPT TERMS AND CONDITIONS” CHECKBOX. IF THERE IS ANYTHING IN THIS DOCUMENT WHICH YOU DO NOT UNDERSTAND, PLEASE CONTACT US. IF THERE IS ANYTHING IN THIS DOCUMENT WITH WHICH YOU DO NOT AGREE, PLEASE DO NOT MARK “ACCEPT TERMS AND CONDITIONS” CHECKBOX. YOU SHOULD BE AWARE THAT THE RISK OF LOSS RELATING TO VIRTUAL ASSETS CAN BE SUBSTANTIAL. THE VALUE OF VIRTUAL ASSETS CAN GO UP OR DOWN THUS THERE CAN BE A SUBSTANTIAL RISK OF LOSING VALUE WHILE BUYING, SELLING OR OTHERWISE DEALING WITH VIRTUAL ASSETS. VIRTUAL ASSETS ARE NOT CURRENTLY REGULATED BY THE BANK OF LITHUANIA OR ANY OTHER AUTHORITY IN THE REPUBLIC OF LITHUANIA. YOU SHOULD CAREFULLY CONSIDER WHETHER DEALING WITH VIRTUAL ASSETS IN ANY WAY IS SUITABLE FOR YOU BY CONSIDERING YOUR FINANCIAL STATUS. YOU CAN FIND MORE INFORMATION ON RISKS RELATING TO VIRTUAL ASSETS IN OUR RISK WARNING WHICH IS AVAILABLE [HERE](#).

This document (hereinafter referred to as “General Terms”) constitutes conditions for provision of Services (as defined below in section 2. “Our Services”) by UAB “Decentralized” to you. In addition to the General Terms, relationships pertaining to the provision of Services shall also be governed by individual agreements between you and us as well as mandatory laws and other legal acts of the Republic of Lithuania.

The General Terms explain many of your responsibilities to us and our responsibilities to you, how and when these General Terms can be terminated and the extent of our liability to you. Conclusion of the individual agreement for the provision of our Services serves as proof that you have read these General Terms as well as agree to all the clauses of these General Terms and undertake to adhere to them. The General Terms, which are currently in force, are always available on the Website. We urge you to make a copy of the text of these General Terms for future reference.

The Risk Warning, the AML/CTF Policy and the Privacy Policy are deemed to form part of these General Terms. You can access those documents here: the Risk Warning, the AML/CTF Policy and the Privacy Policy. Please read these documents carefully.

1 ABOUT US

- 1.1 UAB “Decentralized” is a private limited liability company organized and existing under the laws of the Republic of Lithuania, legal entity code 303423510, registered office address at A. Goštauto str. 8-331, LT01108, Vilnius, the Republic of Lithuania (hereinafter referred to in this document as “Company”, “we”, or “us”).
- 1.2 The Company provides certain Services, as defined below in section 2. “Our Services”, related to Virtual Assets. Company’s activities are subject to the laws of the Republic of Lithuania.
- 1.3 You may contact us by email at support@coingate.com or by other means of communication listed on the Website under the menu item “Contact Us”.

2 OUR SERVICES

- 2.1 We provide the following Services to Merchants:
 - 2.1.1 Payment Processing in Virtual Assets;
 - 2.1.2 Virtual Asset-to-Virtual Asset Exchange Services;
 - 2.1.3 Virtual Asset-to-Fiat Exchange Services.
- 2.2 We do not provide any financial services and/or other services subject to authorization requirements under the laws of the Republic of Lithuania in line with the Position Paper on Virtual Assets and Initial Coin Offerings of the Bank of Lithuania adopted on 21 January 2019.

3 DEFINITIONS

- 3.1 The definitions set out in this section shall apply in these General Terms as follows:
 - 3.1.1 Abandoned Account means any Account through which no transactions have been processed for a minimum of six months or for which contact information (address, phone number, email address) is no longer valid
 - 3.1.2 Account means your virtual interface within the CoinGate System that is intended for your use of our Services. Account is accessible via our Website by using your registration email and long-term password (if applicable, one-time password as well) to login;
 - 3.1.3 AML/CTF means anti-money laundering and counter-terrorism financing.
 - 3.1.4 AML/CTF Policy means the document that sets out the main principles and guidelines towards the Company’s AML/CTF approach.
 - 3.1.5 Business Day means a day, as indicated on our Website. We operate and provide services on business days of the Republic of Lithuania, except the legal public holidays.
 - 3.1.6 CoinGate System means a computer program with relevant user interfaces available on the Website and/or otherwise accessible, owned, administered, supported and developed by us including our services stipulated in these General Terms and intended for Merchants to accept Virtual Asset as payment from purchasers of goods or services or donations, as well as conclusion of Virtual Asset Purchase and Sale Agreements;
 - 3.1.7 Fees means the fees we will charge you for the provision of the Services, the details of which are set out on our Website.
 - 3.1.8 Fiat means a currency which in accordance with valid laws is legal tender.

- 3.1.9 General Terms means these General Terms and all annexes thereof under which the Parties agree on the general terms and conditions of the provision of Services. In case other agreements are concluded between the Merchant and the Company with respect to the provision of Services after these General Terms are concluded, those subsequent agreements (including individual agreements for the provision of Services) shall be considered as an integral part of these General Terms.
- 3.1.10 Merchant means you - a person who has concluded an individual agreement with us for the provision of our Services and a) who offers products and/or services for sale in Virtual Assets for business purposes or b) is bona fide charitable organizations that accept donations in Virtual Assets. Merchant as well means a person performing Occasional Transactions adhering to the criteria specified of a person who has entered into a Business Relationship with the Company.
- 3.1.11 Business Relationship means professional or commercial relationship of a Customer and the Company which is connected with their professional activities and which is expected, at the time when the contact is established, to have an element of duration for a certain period (e.g. conclusion of an agreement between the Customer and the Company, continuous performance of monetary operations and transactions).
- 3.1.12 Occasional Transaction means a transaction that is not carried out as part of a Business Relationship. Occasional Transaction is understood as written in the article 9(1) of the Law on the Prevention of Money Laundering and Terrorist Financing of the **Republic of Lithuania**.
- 3.1.13 A per-transaction fee means an expense a Merchant must pay each time it processes a payment.
- 3.1.14 Party or Parties individually means any of us (the Merchant or the Company) and together means you and us (the Merchant and the Company).
- 3.1.15 Place of Settlement means a place you administer or otherwise use for Your Clients to discharge their monetary obligations (payment for goods or services you sold, etc.); Place of Settlement may also mean your e-shop.
- 3.1.16 Payment from balance – means a transaction where a verified client, connected to the CoinGate system, initiates a payment using funds available in their account.
- 3.1.17 Native currency –means virtual currencies are integrated into the CoinGate system for users to transact with. The list of virtual currencies that are supported can be found at <https://coingate.com/supported-currencies>.
- 3.1.18 Risk Warning means the document that sets out the main risks you may face while using our Services. 3.15. Virtual Asset (also known as cryptocurrency, virtual currency, digital currency) means a digital representation of value that can be digitally traded, or transferred, and can be used for payment or investment purposes. Virtual assets do not include digital representations of fiat currencies, securities and other corresponding financial assets.
- 3.1.19 Virtual Asset Purchase and Sale Agreement means a remote non-recurrent agreement entered into by and between you and us based on these General Terms on either a purchase from us or sale to us of any Virtual Asset. A Virtual Asset Purchase and Sale Agreement shall be the basis for corresponding transactions in a specific Virtual Asset.
- 3.1.20 Website means our website <https://coingate.com> including all its sub-domains, except the <https://coingate.com/gift-cards>.
- 3.1.21 Your Client (also known as a purchaser) means a natural or legal person having a monetary obligation towards you under a transaction concluded and intending discharge of such obligation by paying in a Virtual Asset. In case you are a charitable organization, Your Client means a natural or legal person providing you with a donation(s) in a Virtual Asset
- 3.2 In these General Terms:

- 3.2.1 a singular word includes the plural and vice versa; a word which suggests one gender includes the other gender;
- 3.2.2 if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 3.2.3 a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced; a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it; a reference to ‘day’ or ‘month’ means calendar day or month;
- 3.2.4 words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”

4 GENERAL OBLIGATIONS

- 4.1 Your obligations:
 - 4.1.1 to act in good faith and adhere to these General Terms and individual agreements thereof as well as other provisions governing the use of our Services, and timely as well as properly fulfil your obligations to us;
 - 4.1.2 to provide us with information, documents and data which is accurate, correct, up to date, not misleading and free of viruses or other computer programs or files that could interfere with normal functioning of the CoinGate System and/or related applications;
 - 4.1.3 to promptly (not later than on the same Business Day (in case of non-Business Day, on the earliest Business Day) as you become aware of that) notify us of improperly provided Services, of loss, theft, unauthorized use or illegal acquisition of the CoinGate System login data, and also of loss of your electronic device used for logging into the CoinGate System;
 - 4.1.4 to promptly (not later than on the same Business Day (in case of non-Business Day, on the earliest Business Day) as you become aware of that) report to us any suspicions about compliance with these General Terms and individual agreements thereof and not carry out any transactions in Virtual Assets until we instruct otherwise;
 - 4.1.5 to take all reasonable measures necessary to prevent illegal disclosure, appropriation, or use of your data related to transactions in Virtual Assets; at all times to comply with all applicable laws and regulations, including, but not limited to, AML/CTF regulations, personal data protection laws, unfair commercial practices regulations, consumer rights laws, advertising laws, etc.
- 4.2 Our obligations to you: to act in good faith and with discretion to best meet your interests;
 - 4.2.1 to strive to enable the intended use of the Website and the CoinGate System, take timely measures to correct any operation faults with Service provision and/or the CoinGate System; to timely and properly fulfil our obligations to you.

5 ELIGIBILITY

- 5.1 You are permitted to use our Services if you comply with all the following criteria:
 - 5.1.1 you have the capacity to enter into and be bound by these General Terms and any other document related thereto;
 - 5.1.2 in case of legal representation, you are duly authorized to enter a contractual relationship with us based on these General Terms on behalf of the person you are representing;

- 5.1.3 in case of a natural person, you are of the age of full legal capacity and reside in a country in which our Services are legally accessible;
- 5.1.4 in case of a legal person, it is duly established and operates in a country in which our Services are legally accessible;
- 5.1.5 your financial status allows you to accept the risks relating to Virtual Assets;
- 5.1.6 you have provided accurate and complete information and documents requested by us to verify your identity;
- 5.1.7 we are satisfied with the outcome of any identity, fraud and background checks including all other money laundering and terrorist financing checks which we will conduct in relation to you at any time during the term of your relationship with us;
- 5.1.8 you have created an Account in the CoinGate System in predefined manner;
- 5.1.9 you do not use / intend to use the CoinGate System for anything that is unlawful, malicious or that could disable, overburden, or impair the proper working of the CoinGate System or may hurt our reputation or otherwise pose any threat to us; at all times you comply with the General Terms and individual agreements thereof as well as all applicable laws and regulations.

6 REPRESENTATIONS AND WARRANTIES

- 6.1 By accepting these General Terms (concluding an individual agreement for the provision of our Services), you:
 - 6.1.1 confirm that you are eligible to use our Services by complying with criteria listed in section 5;
 - 6.1.2 confirm that you have read these General Terms; commit to be bound by these General Terms;
 - 6.1.3 agree and acknowledge that any and all actions (transactions) performed by using your Account in the CoinGate System and related to the conclusion and implementation of the Virtual Asset Purchase and Sale Agreements, the use of our other services and/or discharge of other provisions of the General Terms shall be valid and causing the same legal effects as the actions (transactions) formalized by a paper document signed by you, and if you are acting on behalf of a legal entity, then also by a paper document signed by you and endorsed with the stamp of such entity;
 - 6.1.4 confirm that you have enough knowledge relating to Virtual Assets to use our Services, and understand that you are solely responsible for determining the nature, potential value, suitability, risks and appropriateness of our Services;
 - 6.1.5 confirm that any Virtual Asset or Fiat involved by you in an exchange transaction is owned by you and is derived from legitimate sources;
 - 6.1.6 confirm that we have not advised you, nor individually recommended to you, to you to use our Services, excluding any advertisement of our Services; confirm to notify us immediately, no later than within 10 (ten) calendar days, of any changes to any information you have provided to us in connection with these General Terms and/or of any circumstances that have or are likely to have a negative impact on the due discharge of your obligations to us and/or of any circumstances that are material for the performance of these General Terms and all individual agreements thereof e. g. names of authorized persons, your name/title, code, place of residence/registered office address, place and nature of business, email address, shareholders' structure, restructuring, bankruptcy or liquidation proceedings, etc. At the request of the Company, you must also submit any documents (originals, duly certified paper copies or scanned copies) supporting such changes in information or circumstances, irrespective of whether such information or documents have been provided to public registers; commit to integrate on your website and/or system a standard disclaimer for

purchasers (available here) in a non-modified form and make sure that Your Clients expressly confirm their acquaintance with said disclaimer prior to making any payment and/or donation to you, where you decide to integrate the CoinGate System, any part thereof, such as application programming interfaces (APIs) and/or plug-ins on your website and/or system;

- 6.1.7 confirm and understand that financial regulations, financial codes, financial ethics and contractual requirements vary worldwide, and it is your responsibility to make sure that you comply with any and all local regulations, directives, restrictions and laws in your local place of residence before using our Services; confirm that your use of our Services does not violate any applicable laws or regulations of any jurisdiction that applies to you.
- 6.1.8 confirm and understand that if the Merchant or any of its representatives fails to submit the required data and is unresponsive and/or submits incomplete data or if the data is incorrect, or its representative avoids submitting the data required for establishing its identity, conceals the identity of the Beneficial Owner or avoids submitting the information required for establishing the identity of the Beneficial Owner, or the submitted data is insufficient for this purpose Company can refuse to provide services or establish/continue business relationship.
- 6.2 By accepting these General Terms, you represent and warrant that all of the above is true and accurate on the day of acceptance of these General Terms (conclusion of the individual agreement for the provision of our Services) and shall remain true and accurate until you cease to use our Services.
- 6.3 For the avoidance of doubt, representations and warranties are personal statements or assurances given by you which we will rely on when we provide our Services to you.
- 6.4 To the extent permitted by law we do not warrant the reliability, availability, accuracy or completeness of information on the CoinGate System. All information is provided “as is” without warranty of any kind, express or implied.
- 6.5 We do not warrant that the functions contained in the CoinGate System will meet your requirements or that the operation of the CoinGate System will be uninterrupted or error free.

7 ACCESS TO THE SERVICES

- 7.1 To get access to our Services, you must provide us with the information and documents requested by us.
- 7.2 In case of legal representation, the representative should provide us with the same information and documents about himself/herself as a natural person. In addition, the representative should provide us with documents proving his/her authorizations.
- 7.3 In case of a legal person, the representative shall also provide us with information about the director of a legal entity.
- 7.4 We will review and assess information and/or documents submitted to us by you. Upon assessment of the information and documents obtained, the access to our Services will be granted and you will be able to start using our Services, unless we will conclude that you are not eligible to gain access to our Services.
- 7.5 Login to your Account requires your e-mail address and long-term password (if the one-time password option is enabled, you will need to enter the one-time password as well).
- 7.5 The e-mail address specified by you during the creation of your Account and intended for your identification and login to your Account shall be valid throughout the entire period of validity of your Account. If needed (upon your request) and upon satisfactory compliance with our request for documents and information from you, we can change your e-mail address manually.

- 7.6 During the creation of your Account you were asked to create a long-term password. our long-term password can be changed at any time by taking the appropriate actions specified on the Website.
- 7.7 In addition to a long-term password, you may also enable the one-time password option. One-time passwords are generated and accessible via relevant apps, for example. The one-time password requirement for login to your Account may be turned on or off by following the relevant instructions on your Account. If you lose access to your one-time password while the one-time password requirement is still enabled on your Account, you must immediately notify us and if you fulfill any and all requirements and requests we provide for identification of you satisfactorily only then might we reset your one-time password. However, ultimately, you alone are fully responsible for any adverse consequences arising from the loss of access to your one-time password.

8 THE PAYMENT FROM THE BALANCE

- 8.1 The payment from the balance functionality is enabled automatically for all verified clients upon the implementation of the system. The client can refuse the functionality by contacting our support by the contact mentioned in the Terms and Conditions. CoinGate strongly advised that the client take the necessary try this feature before proceeding with any transaction.
- 8.2 To be eligible for this functionality, the payer must meet the following requirements: i) they should be a verified client in the CoinGate system, ii) they should have sufficient funds to make the payment for the transaction, and iii) the payment should be made using one of the native virtual currencies iii) payments are made by the authorized representative.
- 8.3 It is imperative that the client understands that the functionality is still undergoing development, and as such, there is a possibility of malfunction. The Company shall, however, take all necessary measures to mitigate such occurrences. Upon acceptance of this functionality, the client hereby acknowledges the current developmental stage of this feature. CoinGate, as the provider of this functionality, cannot be held liable for any improper functioning that may arise. The Company shall only bear liability for the risks outlined in Article 19 of these Terms and Conditions.
- 8.4 All payments issued through client balance is governed by these Terms and Conditions.
- 8.5 As a security measure, clients will be prompted to verify their identity through the utilization of two-factor authentication (2FA).

9 APPOINTMENT OF A REPRESENTATIVE

- 9.1 You are able to indicate a user within our System as your representative in the CoinGate System in the predefined manner.
- 9.2 If you indicate a user within our System as your representative in the CoinGate System, then said user's status will automatically change into the representative of yours.
- 9.3 The CoinGate System allows you to assign a user (representative) with different types (levels) of authorizations. Considering the representative's authorization type (level), we shall have the right to determine what kind of information and/or documents we will request from the representative to provide to perform any separate actions on your behalf.
- 9.4 The Company any time during the continuity of the business relationship can request the representative of the Merchant to provide a document evidencing the authorization by the Merchant to and to verify the validity of the document (i.e. the right of the issuing person to issue such authorization); the date of expiry of the authorization, and the actions to be performed. The

authorization has to be in line with the requirements of the national law that authorization is issued. The authorization issued abroad of Lithuania has legalized or bear an Apostille, except the countries that are exempt from apostille or legalization by the bilateral treaties.

10 REGISTRATION OF PLACES OF SETTLEMENT

- 10.1 To use our payment processing (clause 2.1A) and exchange (clause 2.1B and 2.1C) Services you should register at least one Place of Settlement in the CoinGate System. Places of Settlement are linked to a specific Account in the CoinGate System.
- 10.2 Your list of the Places of Settlement may be any time adjusted (supplemented, changed, eliminated) upon logging in the CoinGate System and making relevant adjustments.
- 10.3 The procedure for registration of the Places of Settlement in the CoinGate System and the actions of the list adjustment are described in detail on the Website.
- 10.4 We hereby reserve the right to limit the number of the Places of Settlement linked to one Account registered in the CoinGate System. Collecting Virtual Assets on your behalf
- 10.5 Having registered at least one Place of Settlement, you will be able to receive Virtual Assets from Your Clients as well as exchange those Virtual Assets into Fiat or another kind of Virtual Asset.
- 10.6 You authorize us to receive Virtual Assets, temporary hold, exchange and disburse them, as well as deduct the applicable Fees and other costs on your behalf, and to take any and all actions that we find necessary or desirable to provide our Services to you and to comply with any applicable law and these General Terms.
- 10.7 Payments/donations by Your Client to us will be considered the same as payments/donations made directly to you. We collect Virtual Assets to your Account exclusively for you and on behalf of you. You remain the owner of Virtual Assets that we hold for you and on behalf of you.
- 10.8 Without prejudice to section 15 of the General Terms, we shall not control, monitor, assess, authorize and/or supervise your activities and/or sales/purchases/donations. The foregoing does not preclude us from exercising our right to suspend, restrict or terminate the provision of Services to you at any time pursuant to section 28 of the General Terms as well as to refuse to complete, block or reverse a transaction initiated by Your Client if we reasonably believe that it violates these General Terms or there are other circumstances that may infringe our, our other Merchants, our traders, purchasers, our users or the public's legitimate interests.
- 10.9 In relation to payments and/or donations in Virtual Assets made to you, any legal relations are between you as a Merchant and Your Client making a payment/donation. We are not a party to relations between you as a Merchant and Your Client making payments/donations in Virtual Assets. We do not accept any queries, letters, requests and/or complaints as well as liability for the quality, legality, safety, delivery or any other aspect regarding you, your services, products, activities and/or a payment and/or a donation, or a purchase related to relation between you as a Merchant and Your Client. Any disputes between you as a Merchant and Your Client shall be resolved exclusively between you as a Merchant and Your Client.

11 EXCHANGE OF COLLECTED VIRTUAL ASSETS

- 11.1 Once we receive Virtual Assets for you and on behalf of you, we will exchange the agreed amount into any other kind of the supported Virtual Assets or Fiat and having deducted the applicable Fees and other costs, transfer all such amounts (exchanged and not exchanged) to you at the agreed time.

- 11.2 You hereby authorize us to automatically execute the exchange of the agreed amounts of received Virtual Assets, deduct the applicable Fees and other costs and transfer such amounts to you.
- 11.3 The agreed amount of received Virtual Assets to be exchanged shall be indicated on the invoice issued by us to you.
- 11.4 We shall reserve the right to set the minimum and the maximum amounts to be exchanged in a single operation by indicating such restrictions on the Website.
- 11.5 The moment of exchange of the agreed amount of received Virtual Assets into any other kind of supported Virtual Assets or Fiat shall be the moment when the Virtual Assets are received by us.
- 11.6 All amounts received/exchanged shall be transferred to you at the agreed time after the deduction of applicable Fees and other costs.
- 11.7 The amount of time required to process a transfer referred to in clause 11.6 above will depend on various factors, including the performance of third parties. We make no guarantee as to when the exchanged (and not exchanged) and transferred Fiat/Virtual Asset will become available to you.
- 11.8 All Virtual Asset exchange risks arising from any transactions will be your sole responsibility.

12 REFUNDS

- 12.1 You authorize us to process refund requests and issue refunds on your behalf from your Account. We reserve the right, without any explanation or reason, to not issue a refund.
- 12.2 In case of underpayment, Your Client can request a refund provided that his/her/its order to you is not marked as “paid” within our System.
- 12.3 In case of overpayment, Your Client can request only a refund of an overpaid amount.
- 12.4 We reserve the right to establish the minimum amount that can be refunded on your behalf. If the amount requested is lower than the minimum refundable amount, we reserve the right to not issue the refund.
- 12.5 Any requests for refunds can be made to us until we decide to transfer the refundable amounts to you. If no requests for refunds are received by us until we decide to transfer the refundable amounts to you, we will transfer the refundable amounts to you and from that moment you will be fully responsible for any refunds to Your Clients.
- 12.6 We may charge Refund Fees and deduct other costs for processing refunds on your behalf as indicated below:
- 12.6.1 The issuance fee is a per-transaction fee, paid by the Merchant in order to execute transactions between the Merchant and purchaser in the CoinGate system. The issuance fee is deducted automatically from the balance. The issuance is a flat fee of 0.25 Eur for each transaction.
- 12.6.2 The conversion fee is paid by the Merchant in order to execute transactions between the Merchant and purchaser, in different virtual currency from which is deposited/ collected in your Account. The conversion fee is applicable to any transaction that converts one virtual currency to another as part of a transaction from the total transaction amount. The conversion fee is a variable fee set as 0.1% a percentage of the total transaction amount.
- 12.6.3 The issuance and conversion fees can be applied synchronously.
- 12.7 Further terms of our refund policy may be indicated on our Website.

- 12.8 We reserve the right to decline refund request submission via electronic means after 90 days since the payment was made. In cases where you qualify for a refund and more than 90 days have passed since the date of payment, please contact our support directly at support@coingate.com.

13 ABANDONED ACCOUNTS

- 13.1 If your Account becomes an Abandoned Account as defined in clause 3.1 with a balance due to you, we will apply to you a monthly Abandoned Account fee as indicated on our Website.
- 13.2 You authorize and instruct us to deduct the Abandoned Account fee from your Abandoned Account on your behalf. In addition, all costs incurred by us in managing your Abandoned Account, will be deducted from your Abandoned Account on your behalf.
- 13.3 In order to withdraw the status of an Abandoned Account, you should process a transaction through your Account or update your contact information, depending on the reason why the Account became an Abandoned Account. We shall not refund any Abandoned Account fees and/or any other costs incurred by us in managing your Abandoned Account already deducted from the Abandoned Account prior to such transaction or update of contact information, as applicable.
- 13.4 If the balance of your Abandoned Account reaches zero or becomes insufficient to cover an Abandoned Account fee and/or any other costs necessary for the management of your Abandoned Account, then we shall have the right to close your Abandoned Account and terminate these General Terms unilaterally (without applying to court) and immediately without any prior notice.

14 APPLICABLE FEES AND EXCHANGE RATES

- 14.1 We shall charge you the Fees and apply exchange rates, which are provided on our Website and are applicable at the moment when a particular transaction is carried out.
- 14.2 In addition, an outgoing fee is applicable, to all payments, and is paid when Merchant makes transfer virtual currencies from one wallet to another by the specific cryptocurrency protocol. The applicable fee for each virtual currency is available on our Website.
- 14.3 The Fee and exchange rates schedule referred to in clause 14.1 is deemed to form part of these General Terms.
- 14.4 The Fee and exchange rates schedule referred to in clause 14.1 is subject to change at our sole discretion. Changes shall come into force immediately upon publication of updated Fee and exchange rates schedule on our Website.
- 14.5 If you owe us any Fees or any other amounts, we will take the respective Fees/amounts you owe us from the Virtual Assets/Fiat we process on your behalf on the due date without your instruction. You hereby authorize us to deduct said Fees/amounts on your behalf.
- 14.6 Please ensure that the required Fees/amounts due from you is available to us on the due date. If you do not have enough Virtual Assets/Fiat to pay the Fees or any other amounts due, we reserve the right to suspend the provision of our Services to you until such Fees/amounts due will be paid to us.
- 14.7 Application of any discount/commission is at our absolute discretion. Please contact us to get to know more about what discounts/commissions are applicable at the moment and under what conditions.

15 AML/CTF REQUIREMENTS

- 15.1 We seek to comply with all relevant legal requirements in the field of AML/CTF. For the purposes of know-your-customer, it is necessary for us to obtain from you and retain the required documents, information and data confirming your identity and/or the identity of a legal entity you represent and any other relevant documents and/or information.
- 15.2 We shall perform an identification and a risk assessment procedure of/on you and/or a legal entity you represent.
- 15.3 For the purpose of identification and risk assessment, you must submit to us the required information and documents. We shall have the right to take other legitimate measures for the purpose of identification and risk assessment of you and/or a legal entity you represent. Failure to submit required information and/or documents or provision of incorrect or incomplete information and documents, or failure to comply with our other instructions will result in our Services being unavailable to you.
- 15.4 At the moment of establishing a business relationship with us and/or before and/or after the execution of any particular transaction in a Virtual Asset/Fiat, we shall have the right to demand from you any documents and/or information, including, but not limited to those confirming the legal grounds as well as sources (origin) of your funds and other assets and the purpose and planned nature of your business relationships with us, the nature of business and management (shareholding) structure of a legal entity you represent, beneficial owners and/or other documents and information to the extent necessary for us to adequately fulfil the requirements of relevant legal acts in the field of AML/CTF.
- 15.5 We shall have the right to restrict or terminate the provision of our Services if, before and/or after the execution of any particular transaction in a Virtual Asset/Fiat, you do not submit to us or avoid, or refuse to submit to us the requested documents and/or information, or conceal the requested documents and/or information, or provide incorrect or incomplete requested information, or otherwise fail to comply with any other instructions we give.
- 15.6 We shall have the right to verify the information provided by you using reliable and independent sources of information and other lawful methods.
- 15.7 We shall perform monitoring of your transactions and in the case of a suspicious and/or unusual operation or transaction, we shall have the right to suspend it, including, but not limited to, the suspension of a withdrawal of your Virtual Asset/Fiat, for a certain period of time. In that case, we shall not be liable to you for any default on any contractual obligations and/or for any damages or losses sustained by you.
- 15.8 We shall have a general duty to report any suspicious activity identified during the business relationship with you to the relevant authorities as well as other reporting duties deriving from relevant legal acts. We shall not be liable to you for the execution of such duties.
- 15.9 We shall be entitled to terminate a business relationship with you and/or a legal entity you represent at any time if we determine that continuing such a business relationship with you and/or a legal entity you represent exposes us to a money laundering and/or terrorist financing risk we no longer deem acceptable.
- 15.10 We shall be entitled to the customer due diligence measures by means of an agent or a service provider by the arrangements between the Company and the agent or outsourcing. If the Merchant or its representative is uncooperative, which the agent or a service provider and/or does not provide the requested data or information necessary to confirm your identity and/or perform customer due diligence is a cause for the company to terminate a business relationship with you and/or a legal entity you represent.

- 15.11 Clients have to ensure that all transactions made via the CoinGate system are in accordance with the sanction regime and do not violate it, either directly or indirectly.
- 15.12 Additionally, all payments conducted via the CoinGate platform must not be associated with the provision of sanctioned goods or services to individuals, residents, governments, or legal entities established or affiliated with a sanctioned jurisdiction. Failure to comply with this essential requirement may result in the termination of the business relationship.

16 PROHIBITED USE

- 16.1 It is strictly prohibited to use any of the Services for any of the following: to conduct or engage in any illegal or unlawful activity; to hide or disguise the proceeds of any illegal or unlawful activity; to engage in any fraudulent or malicious activity; to control or use an Account that is not yours;
 - 16.1.1 to allow anyone who is not a duly authorized person to have access to or use your Account; to disable, disassemble, reverse-engineer or decompile the CoinGate System; to act in a way which imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; to transmit or upload any material to the CoinGate System or the Website that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; to attempt to gain unauthorized access to the CoinGate System or the Website, Accounts of other persons, computer systems or networks connected to the CoinGate System or the Website, through password mining or any other means; to use the Account information of another party to access or use the CoinGate System or the Website;
 - 16.1.2 to infringe on our proprietary intellectual property;
 - 16.1.3 to infringe on national and international sanctions imposed by the government of the Republic of Lithuania, European Union, and other competent authorities;
 - 16.1.4 to conduct or engage in activity in a way that we reasonably believe might harm our ability to provide our Services; to engage in any other use or activity that breaches these General Terms or is not in conformity with sustainable activities of the Company, ensuring of human rights, transparency, gender equality, moral and ethics, or other activity deemed unacceptable by the Company.
- 16.2 We reserve the right, without any prior notice or explanation, to refuse any person from using our Services or to terminate an existing relationship with you if we have a reasonable doubt that the activity being carried out by that person/you is in violation any of the prohibitions specified in this section.
- 16.3 We reserve the right, without any prior notice or explanation, to refuse any person from using our Services or to terminate an existing relationship with you if we have a reasonable suspicion of sanction evasion risk.
- 16.4 We reserve the right, to refuse to provide the reasons why the Company refuses to provide Services or to terminated an existing business relationship if the actions of the Merchant was contradicting public order or norms of good morals,

17 SECURITY

- 17.1 It is your sole responsibility to keep your Account login information and passwords (long-term and one-time) safe. If you pass on your login information and/or passwords (long-term and/or one-time) to any third party, loose this information or such information becomes otherwise accessible to any third party, you are fully responsible for any possible adverse consequences.

- 17.2 We may stop or suspend the use of the CoinGate System if we have reasonable grounds for doing so relating to the security of the CoinGateSystem or the suspected, unauthorized or fraudulent use of the CoinGateSystem. We shall not be held liable for your losses incurred as a result of blocking your access to the CoinGate System and shall not pay to you any penalty.
- 17.3 We reserve the right to require a change of your Account long-term password at any time by giving emailed notice to you.
- 17.4 More tips and recommendations on security issues can be found on our Website.

18 DEVELOPMENT AND MODIFICATION OF OUR SOFTWARE

- 18.1 We reserve the right to exercise our discretion at any time to develop, improve, and otherwise modify the Website and/or the applications comprising the CoinGate System or other programs related to our Services provision, the functions and functionality of the Website and/or of the CoinGate System, including, but not limited to: quantity of functions (by both increasing and decreasing it), their scope (by both increasing and decreasing it), procedure for use of the functions, scope of data required for your identification and identification procedures etc. If needed and possible, at our discretion we will publish information about the changes indicated in this clause on the Website. We assume no responsibility for any losses and inconveniences to you and/or any third parties, which may be sustained as a result of exercising our right indicated in this clause, or we are released from such responsibility.
- 18.2 You shall acknowledge and agree that the performance of the Company under these General Terms (provision of Services) will provide you with access to various documents, processes, software and other technologies and materials, to which the Company and/or one or more third parties related with the Company will hold all intellectual property rights, including (a) copyrights, rights affording protection similar to copyright, rights in databases, patents and rights in inventions, trademarks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information, including under marketing legislation; (b) all other rights having equivalent or similar effect in any country or jurisdiction in the world (collectively "Intellectual Property Rights ").
- 18.3 All copyrights, trademarks, patents, trade secrets and other Intellectual Property Rights relating to the Services, including the systems, platforms, software and documentation provided by the Company to you are the property of the Company and/or the third party which granted the Company the right to provide/supply them, shall remain at all times the sole and exclusive property of the Company or the relevant third party, and you shall have no right or interest in them except for the right to access and use them in order to use our Services under these General Terms.

19 LIABILITY AND INDEMNITY

- 19.1 To the extent permitted by law, the Company excludes all liability and responsibility for any losses, damages, costs or expenses, whether in tort (including negligence), contract or otherwise and whether direct, indirect, or consequential (including in connection with business interruption), which you or any other person may suffer or incur in connection with the Services, the use or inability to use the CoinGate System, and in respect of any Virtual Asset or otherwise.
- 19.2 Where and to the extent liability for breach or any implied warranty or condition, or otherwise, cannot be excluded, our liability to you is limited to the total amount of the Fees we have earned from you during the last 3 (three) months (from the event giving rise to the claim for liability) as a

result of supplying the Services to you. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

- 19.3 We take no responsibility for and will not be liable for any financial loss arising from the use of your Account, including, but not limited to, loss due to technical faults resulting in a loss of ability to access your Account; integration of the CoinGate System, any part thereof, such as application programming interfaces (APIs) and/or plug-ins in your website and/or system; fluctuations of Virtual Asset/Fiat; system hacks; server failure or data loss; technical faults of the Virtual Asset system; forgotten passwords (longterm and one-time); security of your passwords (long-term and one-time) and private keys; unauthorized access to your Account; corrupted files or data; incorrectly constructed transactions or mistyped Virtual Assets addresses.
- 19.4 We take no responsibility for and will not be liable for any non-compliance with Services' quality or quantity requirements laid down in these General Terms, all individual agreements thereof or provided otherwise e. g. on our Website, if such our non-compliance is caused due to non-performance or improper performance of any obligations of any third parties engaged by us for the provision of Services.
- 19.5 We do not provide any financial, investment or legal advice in connection with the Services. We may provide information on the price, range, volatility of Virtual Assets and events that have affected the price of Virtual Assets, but it should not be considered as investment or financial advice and should not be construed as such. Any decision relating to Virtual Assets is your decision and we will not be liable for any loss suffered in relation thereto.
- 19.6 Without any limitation of other terms in these General Terms, you acknowledge that the Company bears no liability for any damage, loss (including loss of profit), delay, inconvenience, failure in performance or interruption of the provision of Services, in each case caused by or resulting from (directly or indirectly): any computer virus, spyware, scareware, Trojan horse, worms or other malware or cyber, phishing or spoofing attack that may affect your computer or other device; any "hard fork", "soft fork", or other change in the operating rules of an underlying Virtual Asset network; any suspension of the Services permitted under these General Terms; any other cause or condition beyond our reasonable control.
- 19.7 You agree to indemnify, release and hold harmless us, our affiliates and any company under common ownership or control with us or our affiliates as well as the officers, directors, agents, representatives and employees of the foregoing, from any claim, liability, loss, expense or demand, including legal fees, related to your use of our Services.

20 TAXES

- 20.1 It is your own responsibility for paying any taxes applicable to you in relation to using our Services.
- 20.2 We make no representations in relation to tax liabilities, assume no tax liability for any Merchant, assume no responsibility for the tax liability of any Merchant, not for collecting, reporting, withholding or remitting any taxes arising from any Services that you may use.
- 20.3 In case we are obliged under applicable law or voluntarily decide to report to any competent authorities any information that is related with your tax obligations, you undertake to provide us with the requested documents, data and information.

21 COMPLAINTS

- 21.1 If you want to submit a complaint, you may do so by e-mail to support@coingate.com or by using our contact form provided on the Website under the menu item "Contact Us". Complaints shall be submitted (and will be responded to) in English. CoinGate has 30 days to respond to the claim. We commit to handling complaints fairly and promptly.
- 21.2 If we do not resolve a Complaint to your satisfaction, any subsequent dispute between you and us shall be governed by the Dispute Resolution provisions set forth in these General Terms, which include, without limitation, your requirement to submit any complaint giving rise to a dispute between you and UAB "Decentralized": pursuant to these General Terms.

22 COMMUNICATION

- 22.1 Any communication between you and us shall take place primarily via e-mails. CoinGate does not use other means of communication, especially when the data shared can be sensitive.
- 22.2 Disclosure of any information via e-mails shall be considered as duly submitted only if such information is sent to and from the e-mail addresses that are disclosed under these General Terms and individual agreements thereof: (i) Company's e-mail address that should be used for communication is support@coingate.com; (ii) Merchant's e-mail address that should be used for the communication should be disclosed in an individual agreement for the provision of our Services. Communication via other e-mail addresses shall not be considered appropriate unless otherwise agreed by the Parties.
- 22.3 Notices and other communications sent by e-mails specified under clause 23.2 shall be deemed delivered to and received by the Party on the same Business Day it was sent (in case it is sent on a nonBusiness Day - on the earliest Business Day).
- 22.4 Under certain circumstances, especially in emergency cases, we may also contact you by using any other means of communication and contact details you have provided to us.
- 22.5 You must immediately inform us about changes in your contact details. At the request of the Company, you must provide the respective documents supporting the change of any contact details. If you do not fulfil your duties referred to in this clause, the notifications communicated on the basis of the most recent details specified by you to the Company shall be deemed as duly sent and any obligation fulfilled on the basis of such details – as duly discharged by the Company.
- 22.6 The Merchant who fails to receive from the Company any notifications which it was to receive under these General Terms or individual agreements thereof or for the provision of which the Merchant has submitted a separate request to the Company, the Merchant must immediately inform the Company.
- 22.7 We shall not be responsible for any mistake, inaccuracy, technical defect or damage caused by incorrect, outdated Merchant contact details and their subsequent use by us.
- 22.8 We shall have the right to require the Merchant to provide original documents and/or copies certified by a notary or any other person authorized by the state. We shall also have a right to require that documents drawn up abroad be translated into English and/or legalized and/or attached with an Apostille, unless international treaties concluded between the Republic of Lithuania and the respective foreign country establish otherwise.
- 22.9 You are fully liable for correctness of data, orders and documents submitted to us.
- 22.10 All costs of drafting, delivery, certification, notarization, apostillization and translation of documents to be provided to the Company shall be borne by the Merchant.

- 22.11 If documents provided by the Merchant to the Company are inconsistent with the requirements established by legal acts and/or by the Company, and/or if the Company has reasonable doubt as to the authenticity or accuracy of the submitted documents, the Company shall have the right to suspend the provision of Services to the Merchant and/or to demand from the Merchant the submission of additional documents.
- 22.12 It is your responsibility to regularly check the proper functioning of your e-mail or other methods of communication that you use to communicate with us and to retrieve and read messages relating to our Services provided to you. We shall not be liable for any loss arising out of your failure to do so.

23 DATA PROTECTION

- 23.1 In order to provide our Services, we collect, use, store and otherwise process information about you as permitted by the legal acts of the Republic of Lithuania, the European Union General Data Protection Regulation (No 2016/679) and other legal acts.
- 23.2 We will collect, use, store, and otherwise process information about you as described in detail by our Privacy Policy available at Privacy Policy - CoinGate and updated from time to time, as well as other provisions of these General Terms. You have to familiarize yourself with the Privacy Policy prior to executing an individual agreement for the provision of our Services. In case you find the Privacy Policy or any parts thereof unclear or unintelligible, please refer to our Data Protection Officer, as explained by the Privacy Policy, prior to executing an individual agreement for the provision of our Services and he / she will help you. By way of executing an individual agreement for the provision of our Services, you acknowledge that you have familiarized yourself with and understood the Privacy Policy.
- 23.3 We implement appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.
- 23.4 You are obliged to inform us in writing immediately in case any information we hold about you is inaccurate or not up to date or you believe that any of the information about you is collected, used and stored by us in a manner not compliant with applicable laws.
- 23.5 By accepting an individual agreement for the provision of our Services you or an entity you represent, as a data controller, authorize us, as a data processor to process personal data controlled by you and provided to us (information about your purchasers and donators) on your behalf and pursuant to your instructions for the sole purpose of providing you with access to the CoinGate System and provision of our Services. The data will be processed in accordance with the Data Processing Agreement which contains standard data protection contract clauses. By accepting an individual agreement for the provision of our Services, you accept the Data Processing Agreement as well, which can be found on the Website.

24 INFORMATION STORAGE

- 24.1 We store essential information related to the use of CoinGate System for our own needs for at least 10 (ten) years in durable media of our choice.
- 24.2 On the other hand, in order to have proof of actions taken by you or by us in fulfilment of these General Terms, you should save corresponding information and store it in durable media of your choice.

- 24.3 We undertake to make appropriate efforts in accordance with usual practices in safekeeping information related to provision of the Services (including your data); however, we cannot guarantee total security of the information and data. We are liable for any adverse consequences you suffer as a result of loss of information and data on the Website (in the CoinGate System) only if we are found guilty for that.

25 CONFIDENTIALITY

- 25.1 The Parties acknowledge that, from time to time, the Party (the “Disclosing Party”) may disclose to the other Party (the “Receiving Party”) either directly or indirectly by way of using/rendering the Services, electronically, in writing, orally or otherwise, information which is proprietary or confidential or which would, under the circumstances, be understood by a reasonable person to be proprietary and non-public, including without limitation, the information on the content of transactions with the Virtual Assets, security requirements related to transactions with a Virtual Asset, technical data, know-how, trade secrets related to activities of any of the Parties, the non-public Company information and all unpublished service manuals, information, data and other similar materials or records provided by the Party to the other Party pursuant to these General Terms or otherwise (“Confidential Information”).
- 25.2 The Receiving Party shall use such Confidential Information solely for fulfilling its responsibilities and obligations under these General Terms and for no other purposes. The Receiving Party shall retain such Confidential Information in strict confidence and shall not disclose it to any third party without the Disclosing Party’s written consent, except to the third party(-ies) engaged/contacted by the Company in order to ensure provision of Services/compliance with applicable legislation as well as to law enforcement. 26.3. Each Party shall use at least the same procedures and degree of care which it uses to protect its own Confidential Information of like importance, and in no event less than reasonable care, and shall be responsible and liable for any use or disclosure of the Confidential Information, including by its employees or other related persons, in violation of these General Terms.
- 25.3 The Party shall immediately notify the other Party of any unauthorized use or disclosure, or suspected unauthorized use or disclosure of Confidential Information..The obligations set forth in this section shall not apply to information that the Receiving Party is able to demonstrate, through clear and convincing evidence: was already known to the Receiving Party without an obligation of confidentiality at the time of disclosure hereunder;
- 25.4 Was generally available to the public at the time of its disclosure to the Receiving Party hereunder; became generally available to the public after its disclosure other than through an act or omission of the Receiving Party in breach of these General Terms; or was subsequently, lawfully and independently disclosed to the Receiving Party by a person other than the Disclosing Party, not in violation of the confidentiality agreement, arrangement or understanding with such person.
- 25.5 In the event that any disclosure of the Confidential Information is required by you pursuant to applicable law, you shall provide us a reasonable notice and opportunity to contest the need for such disclosure, or to seek a protective order therefor. If we fail to contest the need for such disclosure or to obtain a protective order, you may disclose only that portion of the Confidential Information that is legally so required to be disclosed, provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally required disclosure.
- 25.6 You shall acknowledge and agree that the disclosure of information which may be considered as confidential to competent authorities and subcontractors of the Company as well as other persons

engaged/contacted by the Company for the provision of Services/compliance with applicable legislation, shall not be considered as a breach of the confidentiality obligations.

26 MODIFICATION OF THE GENERAL TERMS

- 26.1 We shall have a right to amend these General Terms unilaterally by publishing the amended General Terms on our Website. The amendment of the General Terms shall come into force in 30 (thirty) calendar days upon their publication on our Website, except as provided in clause 14.3 above. The 30 (thirty) calendar days notification period applies only to the Merchants which whom we have prior to these amendments have business relationship different contractual obligations. For the new Merchants General terms are legally binding from publication.
- 26.2 You shall be deemed to have accepted those amendments if you do not notify us before the date of their entry into force that they are not accepted.
- 26.3 If you object by emailed notice to any proposed amendment in a timely manner, as per clauses 27.1 and 27.2 of these General Terms, you shall have a right to terminate these General Terms by submitting an emailed notice of such termination.
- 26.4 If you do not notify us of termination of these General Terms as specified under clause 27.3, proposed amendments to the General Terms shall come into effect from the date specified in clause 27.1.
- 26.5 Amendments shall not have retrospective effect and shall not affect any rights and/or obligations that have arisen between you and us before amendments came into effect.

27 COMING INTO FORCE, SUSPENSION, RESTRICTION AND TERMINATION

- 27.1 These General Terms shall come into force on the date when both Parties conclude the respective individual agreement for the provision of Services and shall remain in force until terminated in accordance with the procedure provided herein.
- 27.2 We shall have a right to terminate these General Terms unilaterally (without applying to court) at any time and for any reason by giving you not less than 10 (ten) calendar days' emailed notice.
- 27.3 We shall have a right to suspend or restrict the provision of our Services and/or suspend fulfilment of concluded Virtual Asset Purchase and Sale Agreement and/or repudiate from concluded Virtual Asset Purchase and Sale Agreement and/or refuse to complete, block or reverse a transaction initiated by you (even when funds are already debited), or terminate these General Terms unilaterally (without applying to court) where so required by legal acts and/or by any competent authority(-ies) with jurisdiction over our activities. The relevant measure shall be applied within a period established under such legal acts or established by the relevant competent authority(-ies). In case such legal acts and/or supervisory authority does not specify a relevant period, then a relevant period shall be determined at our own discretion.
- 27.4 We shall have a right to suspend or restrict the provision of our Services and/or suspend fulfilment of concluded Virtual Asset Purchase and Sale Agreement and/or repudiate from concluded Virtual Asset Purchase and Sale Agreement and/or refuse to complete, block or reverse a transaction initiated by you (even when funds are already debited), or terminate these General Terms unilaterally (without applying to court) and immediately due to any of the following significant reasons:
- 27.5 The Merchant while using the Services and/or when performing the General Terms and individual agreements thereof provides to the Company incorrect and/or incomplete and/or misleading

information or documents, or does not provide, conceals, avoids, or refuses to provide any required information or documents to the Company, or submits documents where the veracity or authenticity is in doubt, or the submitted documents and/or information are not in conformity with requirements established by legal acts and/or the Company; the Merchant fails to provide sufficient evidence and/or documents supporting the lawful basis of the acquisition and/or the source (origin) of funds and/or other assets and/or any previously (currently) performed transactions, and/or avoids or refuses to provide the aforementioned evidence and/or documents; and/or there are other circumstances that indicate the Merchant is related to money laundering and/or terrorist financing; the Merchant fails to notify the Company about changes in the information provided to the Company and/or about the circumstances which have or are likely to have a negative impact on the due discharge of the Merchant's obligations to the Company and/or of any circumstances that are material for the performance of these General Terms and all individual agreements thereof and/or, upon Company's request, fails to submit the documents supporting such information or circumstances, as described in clause 6.1H of these General Terms; at the request of the Company, the Merchant fails to submit the data about his/her/its financial condition, if such data is necessary for the Company for the assessment of risk on the Merchant's solvency or fulfilment of obligations, management of the Merchant's debt to the Company and/or provision of other services;

- 27.5.1 the Company has valid information that the Merchant is unreliable; the Merchant has defaulted on his/her obligations assumed and/or representations and warranties made under these General Terms and/or individual agreements concluded with the Company and/or to other creditors and/or no longer meets the eligibility requirements laid down in section 5;
- 27.5.2 the Merchant by his/her/its unlawful acts have inflicted losses on the Company and/or have caused a real threat of such losses and/or damaged the reputation of the Company;
- 27.5.3 in the opinion of the Company, the Merchant engages in the field of activity with a high level of risk of money laundering and/or terrorist financing;
- 27.5.4 according to the information available to the Company, the Merchant is related or was related in the past to criminal organizations;
- 27.5.5 the Merchant was prosecuted or convicted for criminal offences or misdemeanors according to the information available to the Company, the Merchant is related or was related in the past with activities prohibited by international or national legal acts (e.g., trafficking in people, trafficking in human organs, exploitation of children, smuggling, illicit trade in weapons, ammunition or explosives, illegal trade in narcotic or psychotropic substances, prostitution, management of brothels, etc.); according to the information available to the Company, the Merchant engages in activities without holding the required licenses or other authorizations issued by competent public authorities (e. g. organization of games of chance, trade in precious stones and/or precious metals, etc., without holding the required licenses (authorizations));
- 27.5.6 the Merchant uses the Services for illegal, fraudulent and/or unfair activities;
- 27.5.7 the Merchant is included in the list of persons who are suspected of local or international terrorism and/or terrorist financing;
- 27.5.8 the Merchant is a person who is subject to sanctions for any reasons or who permanently resides in a country that is subject to sanctions;
- 27.5.9 the Merchant is permanent resident of a country that is not a member of the Financial Action Task Force ("FATF") for Combating Money Laundering and Terrorist Financing or of the international organization that has the FATF observer's status and engages in the activities of combating money laundering and terrorist financing. the Merchant engages (plans to engage) in another activity that is not in conformity with: sustainable activities of the Company, ensuring of human rights, transparency, gender equality, moral and ethics, or other activity deemed unacceptable by the

Company; the Merchant is a person whose Account is used by third parties without legal grounds, or, in the opinion of the Company, the funds held in or credited to such Account do not belong to the Merchant, except where there is a special agreement with the Company;

- 27.5.10 the Merchant acts in a way that puts the Company's reputation at risk;
- 27.5.11 the Merchant has registered (created an Account) at the CoinGate System more than once, except with our permission;
- 27.5.12 we have concerns about the security of your Account, or we suspect that you use our Services in a fraudulent or unlawful manner;
- 27.5.13 the Merchant's Account is subject to any pending litigation, investigation and/or we perceive a risk of regulatory non-compliance associated with your Account;
- 27.5.14 other circumstances not mentioned above, including, but not limited to, failure to fulfil or improper fulfilment of your obligations specified in the General Terms and/or individual agreements thereof and/or your inappropriate, abusive behavior towards us, may also be considered by us as significant reasons, if they indicate that further provision of our Services to you would infringe our, our other Merchants, our traders, our users, purchasers or the public legitimate interests.
- 27.6 You shall have the right to terminate these General Terms unilaterally (without applying to court) and for any reason by giving us 1 (one) month's emailed notice.
- 27.7 Upon the termination of these General Terms for whatever reason: (i) all rights granted herein shall terminate immediately; (ii) each Party shall promptly return to the other Party, or destroy and certify the destruction of all Confidential Information to the other Party, if any (unless retention of such information is required by applicable laws or foreseen in these General Terms or related documents); (iii) each Party shall remit in full all payments due to another Party according to these General Terms accruing prior to the date of termination, and following such final payment, neither Party will be entitled to receive any payment from the other Party; (iv) any provision of these General Terms that by its very nature or context is intended to survive any termination, cancellation or expiration hereof, shall so survive; and (v) all other performance obligations of both Parties under these General Terms shall cease.
- 27.8 We shall not be held liable for consequences arising after we legally suspend or restrict the provision of our Services and/or suspend fulfilment of concluded Virtual Asset Purchase and Sale Agreements and/or repudiate from concluded Virtual Asset Purchase and Sale Agreements and/or refuse to complete, block or reverse a transaction initiated by you (even when funds are already debited), or terminate these General Terms.
- 27.9 Termination of the General Terms shall not exempt you from the due discharge of all obligations to us arising before the date of termination.
- 27.10 Transactions initiated under the General Terms before their termination shall be completed in accordance with the provisions of the General Terms applicable before their termination, unless otherwise agreed by you and us.
- 27.11 The termination of the General Terms shall also mean the closure of the respective Account.

28 FINAL PROVISIONS

- 28.1 Governing law. These General Terms and any disputes or claims arising out of or in connection with these General Terms or their subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of the Republic of Lithuania.

- 28.2 Jurisdiction. Only the courts in Vilnius, the Republic of Lithuania, shall have jurisdiction over any legal disputes arising from or in relation to these General Terms and individual agreements thereof.
- 28.3 Language. You and we shall agree that the language of these General Terms and any individual agreements thereof as well as communication between you (or any authorized person) and us is to be English.
- 28.4 Enforceability. No provisions of these General Terms shall be enforceable by any other person other than you and us.
- 28.5 Even if we delay in enforcing under these General Terms and agreements thereof, we retain the right to enforce it later. If we do not insist immediately that you do anything you are required to do under these General Terms or individual agreements thereof, or if we delay in taking steps against you in respect of your breach of these General Terms, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date. For example, if you miss a payment and we continue to fulfil these General Terms and agreements thereof, we can still require you to make the payment at a later date.
- 28.6 Relationship of the Parties. The Parties are independent contractors and nothing in the General Terms and/or individual agreements thereof shall make the Parties joint venturers, partners, employees, agents or other representatives of the other Party. Neither Party shall make any representation that suggests otherwise.
- 28.7 Invalidity. If a court finds part of these General Terms illegal, the rest will continue in force. Each of the sections of these General Terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.
- 28.8 Entire Agreement. This is our entire agreement with you. These General Terms and any documents referred to in them, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 28.9 The Parties may agree on additional conditions which are not provided in these General Terms, by a separate written agreement. Such agreement shall become an integral part of these General Terms.
- 28.10 Transfer of Rights. You need our written consent to transfer your rights and obligations under these General Terms and/or individual agreements thereof, including, but not limited to, to transfer your Account access or rights to your Account, to any third person.
- 28.11 We reserve the right to assign our rights and obligations arising out of these General Terms and/or individual agreements thereof to third parties at any time without your consent if such transfer of rights and obligations does not contradict the legislation. We will inform you of such an assignment within 10 (ten) Business Days after the assignment.
- 28.12 Survival. Any right or obligation of the Parties in these General Terms and individual agreements thereof, which, by its express terms or nature and context is intended to survive termination of these General Terms, will survive any such termination.