

## SPECIAL TERMS OF CRYPTO PAYOUTS FOR MERCHANTS

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CRYPTO-ASSET TRADING INVOLVES A HIGH DEGREE OF RISK. CRYPTO-ASSETS MAY EXPERIENCE FREQUENT PRICE VOLATILITY DUE TO:

- THE SMALL USE OF CRYPTO-ASSETS IN THE RETAIL AND COMMERCIAL MARKETPLACE IN COMPARISON TO RELATIVELY LARGE USE BY SPECULATORS AND;
- THE LACK OF ASSURANCE THAT A PERSON OR INSTITUTION WHO ACCEPTS CRYPTO-ASSETS AS PAYMENT TODAY WILL CONTINUE TO DO SO IN THE FUTURE.

SUCH PRICE VOLATILITY MAY ADVERSELY AFFECT AN INVESTMENT IN CRYPTO-ASSETS SO PRIOR TO USING OUR PRODUCTS, PLEASE EVALUATE THE MERITS AND RISKS OF THE INVESTMENT AND BE ABLE TO BEAR THE ECONOMIC RISK OF LOSING YOUR ENTIRE INVESTMENT IN A SHORT PERIOD OF TIME.

THUS, PLEASE READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT SHALL BECOME LEGALLY BINDING TO YOU UPON STARTING TO USE THE CRYPTO PAYOUTS FUNCTIONALITY IN YOUR COINGATE ACCOUNT.

The provisions outlined in these Special Terms (hereinafter the “**Special Terms**”) shall apply exclusively to Merchants who choose to use the specific service described here. By selecting this service, You agree that these Special Terms will govern its functioning, and they will take priority over any other terms unless We have specifically agreed otherwise in writing.

The [AML/CTF Policy](#) and the [Privacy Policy](#) are deemed to form part of these Special Terms. Please read these documents carefully.

Any matters, conditions or definitions not expressly regulated by these Special Terms shall be governed by the Merchant Terms of Services or any other exclusive terms as agreed upon. In cases where provisions in the Special Terms for Merchants are silent, the general Merchant Terms of Service or additional agreements shall prevail and remain binding on the Merchants. These Special Terms operate as an extension and do not negate or replace any general obligations that apply to all Clients, including Merchants, of CoinGate.

### 1. DEFINITIONS

1.1. The definitions set out in this section shall apply in these Special Terms as follows:

Business Day	means a business day of the Republic of Lithuania, except public holidays.
CoinGate 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.

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 Special Terms and intended for Merchants to accept Crypto-Asset as payment from purchasers of goods or services or donations.
Company	means Decentralized, UAB, legal entity's code 303423510, established and acting under the Law of the Republic of Lithuania, which administers the Coingate System.
Crypto-Asset(s)	means a digital representation of value that can be digitally traded, or transferred, and can be used for payment or investment purposes. Crypto-Assets do not include digital representations of Funds, securities and other corresponding financial assets.
Crypto-Asset Transfers	means providing services of transfer, on behalf of a the Merchant, of crypto-assets from CoinGate Account to third party blockchain addresses.
Fees	means the Fees We will charge You for the provision of the Services, the details of which are set out on Our Website.
Funds	means banknotes and coins, scriptural money or electronic money.
Merchant Terms of Services	means Merchant Terms of Services 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 the Merchant Terms of Services are concluded, those subsequent agreements (including individual agreements for the provision of Services) shall be considered as an integral part of the Merchant Terms of Services.
Merchant(s)	means any individual or legal entity that engages with or utilizes Our Services as the Merchant.
User(s)	means a person who is authorised to act on behalf of the Merchant in relation to Coingate Account.
You / Your	means the Merchant / Merchant's.

Website	means Our website <a href="https://coingate.com">https://coingate.com</a> including all its sub-domains, except <a href="https://coingate.com/gift-cards">https://coingate.com/gift-cards</a> .
We / Us / Our	means the Company / Company's.

## 2. CRYPTO-ASSET TRANSFERS

- 2.1. Once You pass Our compliance checks and Your CoinGate Account is activated, You can request a Crypto-Asset Transfer by providing the beneficiary's details in the CoinGate System. We will only process Crypto-Asset Transfer in supported currencies and to supported countries which can be found on Our website.
- 2.2. When You request a Crypto-Asset Transfer under these Special Terms, You are providing transferring instructions, agreeing to the Crypto-Asset Transfer, and authorizing Us to process it in line with applicable laws.
- 2.3. Crypto-Asset Transfer will be considered received by Us once You click "Confirm" (or a similar prompt) in the CoinGate System. However, if the request is submitted on a non-Business Day, We may treat it as received on the next Business Day.
- 2.4. Crypto-Asset Transfer initiated by the Merchant may be a subject to limits due to security and legal requirements. These limits are set dynamically depending on the Merchant's' verification status and overall profile of the Merchant.
- 2.5. Once confirmed, You may not cancel a request to make a Crypto-Asset Transfer.
- 2.6. Each Crypto-Asset Transfer shall include at least the following information:
  - 2.6.1. the amount and currency for the Crypto-Asset Transfer;
  - 2.6.2. the purpose of Crypto-Asset Transfer;
  - 2.6.3. beneficiary details, including, but not limited to:
    - 2.6.3.1. full name, residential address, and email address;
    - 2.6.3.2. crypto address and blockchain network;
    - 2.6.3.3. any additional details We may request from You.
- 2.7. You are responsible for ensuring that all beneficiary and transfer details provided in a Crypto-Asset Transfer request are accurate and complete. We are not liable for any errors resulting from incorrect information You submit. If We incur any charges due to incorrect Crypto-Asset Transfer details provided by You, We will seek reimbursement from You.
- 2.8. Every Crypto-Asset Transfer request is assigned a unique transaction number, which can be located in the CoinGate System. You must reference this transaction number when contacting Us regarding a specific Crypto-Asset Transfer.

- 2.9. We shall decline to process Your Crypto-Asset Transfer under circumstances, if:
- 2.9.1. the beneficiary or Crypto-Asset Transfer details provided are incorrect and cannot be processed;
  - 2.9.2. the beneficiary does not pass Our compliance checks, including when We need to contact the beneficiary to provide additional information;
  - 2.9.3. Your CoinGate Account lacks sufficient Funds and/or Crypto-Assets;
  - 2.9.4. You exceed any applicable transaction limits;
  - 2.9.5. We have reasonable grounds to suspect the Crypto-Asset Transfer is unauthorized, fraudulent, or there has been a security breach;
  - 2.9.6. the Crypto-Asset Transfer is unlawful or suspected to be unlawful.
- 2.10. Given the circumstances outlined in article 2.9. of these Special Terms, We will inform You and, where possible, provide reasons for the refusal along with instructions to correct any errors. We may charge a fee to cover reasonable costs for this process. However, We are not required to notify You if We believe doing so would be unlawful.
- 2.11. In addition to article 2.9, We reserve the right to refuse to execute any Crypto-Asset Transfer, suspend it or cancel the execution of a Crypto-Asset Transfer submitted by You. In case of refusal to execute a Crypto-Asset Transfer, We will immediately inform You, except in cases when such notification is technically impossible or prohibited by applicable laws.
- 2.12. If Your Crypto-Asset Transfer request complies with these Special Terms, and subject to Our right to refuse the Crypto-Asset Transfer, We will transfer the Crypto-Asset Transfer amount to the beneficiary's crypto-assets service provider's account. The timing of the Crypto-Asset Transfer may vary depending on the crypto currency, blockchain method and the beneficiary's account.
- 2.13. If You request a Crypto-Asset Transfer to a beneficiary, We will process the Crypto-Asset Transfer as soon as reasonably practicable, typically within one (1) Business Day after receiving Your instructions.
- 2.14. To process Your Crypto-Asset Transfer request, You must have sufficient Funds in Your CoinGate Account to cover the full Crypto-Asset Transfer amount and any applicable Fees. The applicable Fees will be deducted from any Funds and/or Crypto-Assets held in Your CoinGate Account at the moment of the execution of Crypto-Asset Transfer.
- 2.15. If the Funds in Your CoinGate Account are in a currency that is different to the currency of the Crypto-Asset Transfer You want to send, You authorize Us to convert those Funds into the Crypto-Asset Transfer currency, in which case Our applicable CoinGate exchange rates and conversion fees, which are set out on our website.
- 2.16. You are responsible for monitoring the activities in Your CoinGate Account and reporting any irregularities, such as unauthorized or incorrectly initiated or executed Crypto-Asset Transfer, delays, or charges incurred as a result, to Us immediately and in any case not later than within 5 Business Days from

the date such transactions were made. Failure to notify Us within this timeframe prevents Us from using commercially reasonable efforts to resolve the issue and, where possible, refund the Crypto-Assets and/or Funds. If You do not inform Us within the specified timeframe, You waive any rights to make a claim against Us for the Crypto-Asset Transfer in question.

- 2.17. Subject to the circumstances outlined in article 2.16. of these Special Terms, We will refund You if Crypto-Assets and/or Funds from Your CoinGate Account have been transferred to someone else without Your authorization. We may not be required to issue a refund when You or the Users have acted fraudulently, or when You or Users have intentionally or with negligence compromised the security of the Services or Your CoinGate Account, or failed to secure the details used to access the CoinGate System.
- 2.18. Subject to the circumstances outlined in article 2.16. of these Special Terms, We will refund You if We were unable to execute Your Crypto-Asset Transfer request or if We sent the Funds to the wrong account due to Our error. However, We are not obligated to refund You if:
  - 2.18.1. We processed the Crypto-Asset Transfer in accordance with Your instructions;
  - 2.18.2. We can demonstrate that the beneficiary's account received the correct Crypto-Asset Transfer;
  - 2.18.3. We had reasonable grounds to delay processing Your request under applicable laws;
  - 2.18.4. We were unable to process Your request due to circumstances beyond Our reasonable control (*Force Majeure*).
- 2.19. If a Crypto-Asset Transfer is unsuccessful, incomplete, or refunded and the Funds are returned to Us, You authorize Us to credit those Funds back to Your CoinGate Account. In such cases, the amount credited to Your CoinGate Account may be different than the original Crypto-Asset Transfer amount due to blockchain network fees or fees charged by third-party providers, and You agree to cover any such Fees.
- 2.20. Subject to clause 2.19, if a returned Crypto-Asset Transfer was converted from another currency in Your account as specified under article 2.15 of these Special Terms, We will credit Your account with the amount and currency of the Crypto-Asset Transfer, without converting the funds to the original currency.
- 2.21. You must provide accurate and complete beneficiary Crypto-Asset Transfer details, including crypto wallet information, and any other required information as requested by Us. You are responsible for any losses, damages, liabilities, or expenses We incur due to inaccurate, incomplete, or fraudulent information You provide, or any violation of the Special Terms. You acknowledge that obtaining the beneficiary's consent may be necessary, including consent to receive Crypto-Assets and/or Funds or store their personal information. We are not liable for any Crypto-Asset Transfers that fail due to a lack of beneficiary consent or any other beneficiary-related issue.
- 2.22. The pricing list of Crypto-Assets Transfers is available on Our Website in the pricing page.