

CoinGate Shopper Disclaimer

This Shopper Disclaimer explains the role of CoinGate and the limitations that apply when you (the shopper) use the CoinGate platform to make a crypto-asset payment to a business (the merchant). A *shopper* is someone making a payment for goods or services, and a *merchant* is a business using CoinGate to receive such payments. CoinGate provides services exclusively to merchants, and does not enter into any contractual relationship with shoppers.

1. About CoinGate

- 1.1. The CoinGate platform is operated by Decentralized UAB, a private limited liability company registered in the Republic of Lithuania with company code 303423510.
- 1.2. CoinGate provides regulated services to merchants who use the platform to receive crypto-asset transfers. These services include the custody of received crypto-assets and, when instructed by the merchant, the processing of refunds in crypto-assets. CoinGate is not a party to the commercial relationship between the merchant and the shopper.

2. Your relationship with the merchant

- 2.1. The merchant is the legal entity that directed you to CoinGate platform to complete your purchase using a crypto-asset payment.
- 2.2. CoinGate is not involved in the sale of goods or services. Any issues related to delivery, quality, or warranties must be resolved directly with the merchant. CoinGate does not mediate disputes and is not responsible for the merchant's actions or commercial conduct.

3. Payment process

- 3.1. To initiate a payment, the merchant will generate a request through the CoinGate platform, and you will be redirected to our payment page (the invoice).
- 3.2. To make a payment, you may select one of the supported crypto-assets and blockchain networks on the invoice. You will then see the required payment amount in your selected crypto-asset and the wallet address for the transaction.
- 3.3. To pay the invoice, you may scan the QR code with your crypto wallet, copy-paste the transfer information displayed, or connect a compatible crypto-asset wallet or exchange to authorise the transfer.
- 3.4. The payment must be completed within the time displayed, which is usually 20 minutes. The invoice will expire after this timeframe, and you may need to start the payment process again.

4. Compliance obligations

- 4.1. To comply with AML/CTF laws, the EU Transfer of Funds Regulation (EU 2023/1113), international sanctions, and other applicable laws, CoinGate must identify transactions and collect certain personal data including full name, country of residence, email address, and date of birth, or company details if you're acting on behalf of a legal entity.
- 4.2. CoinGate processes this information solely for the purpose of identifying transactions and fulfilling its regulatory obligations. Any personal data is processed in accordance with the CoinGate's Privacy Policy.

5. Refunds

5.1. If you paid successfully

- 5.1.1. If your payment is successfully completed, any refunds must be requested directly from the merchant, in accordance with the merchant's refund policy. For refunds in crypto-assets, CoinGate processes them on behalf of the merchant, but you must provide your refund details (such as your wallet address) directly to the merchant.
- 5.1.2. Refund amounts are based on the original purchase value (e.g., 100 EUR) and converted to crypto-assets at the current exchange rate at the time of refund. The resulting crypto-asset amount may be higher or lower than what you originally transferred.

5.2. If you made an error

- 5.2.1. If your payment was submitted incorrectly or does not complete successfully, and cannot be credited to the merchant in part or in full, refunds may be available in the following cases:
- Overpayment: you sent more than the required amount. The invoice completes, and the excess amount may be refunded.
 - Underpayment: you sent less than the required amount. The invoice does not complete, and the full amount you sent may be refunded.
 - Late payment: you sent crypto-assets after the invoice expired. The invoice does not complete, and the full amount may be refunded.
- 5.2.2. If the refund option is not displayed on the invoice, this means we could not attribute or identify your transaction. In such cases, you can request a refund by contacting our support team from the invoice, providing your transaction and refund details.

5.3. If we need more information from you

- 5.3.1. If your payment is suspended due to compliance, legal, or technical reasons, CoinGate may contact you to request additional information. A refund may be issued if legally permitted and if the information you provide is sufficient to verify and release the payment.

5.4. When a refund might not be possible

- 5.4.1. We may attempt to recover funds at our discretion, but cannot guarantee any refunds, if you transferred an unsupported crypto-asset, used an unsupported blockchain network, or failed to include the required payment details (such as transaction memo or destination tag).
- 5.4.2. We will not issue refunds if your payment is suspended for compliance, legal or other reasons, and you fail to provide us with the information requested for compliance purposes.
- 5.4.3. We will not issue refunds if your payment was sent from or had links with sanctioned jurisdictions (such as North Korea, Iran, Cuba, Russia, Belarus), entities (such as Hydra, Huoine, Garantex, Chatex, Suex), wallets, or illegal activities (such as ransomware, dark web activity, or scams).

6. Fees

- 6.1. A service fee is included in each invoice to cover blockchain network and infrastructure costs. This fee is based on the selected crypto-asset and blockchain and is displayed on the invoice.
- 6.2. Refunds, whether for completed or failed payments, are not subject to additional fees. However, a minimum refundable amount may apply due to network costs, as published on the CoinGate website.
- 6.3. A daily administrative fee of 1% for any refundable amounts. The fee is accumulated From the date of payment. This fee is waived if the refund is claimed within 100 days. After 100 days, the fee is charged and the refund is no longer available.

7. Limitation of Liability

- 7.1. CoinGate disclaims all express and implied warranties, including merchantability, fitness for a particular purpose, non-infringement, and performance of third-party services or networks.
- 7.2. CoinGate's responsibilities are limited to providing crypto-asset transfer and custody services to merchants. CoinGate does not act as an agent or service provider for shoppers and does not assume responsibility for the shopper's relationship with the merchant; the delivery, quality, or legality of goods or services; transaction delays, reversals, or failures; exchange rate volatility or technical errors; inability to recover misdirected or blocked funds.
- 7.3. Nothing in this disclaimer shall be construed as establishing a contractual, fiduciary, or custodial relationship between CoinGate and the shopper.