

## Contractual Terms and Conditions for using the CoinGate System

(for Purchasers)

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IMPORTANT! PLEASE READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT SHALL BECOME LEGALLY BINDING TO YOU UPON CLICKING "SIGN UP", INCLUDING WITH FACEBOOK OR GOOGLE, BUTTON. 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 CLICK "SIGN UP", INCLUDING WITH FACEBOOK OR GOOGLE, BUTTON. PLEASE NOTE THAT THE 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 using CoinGate System as a Purchaser (as defined below in section 3. "Definitions"). In addition to the General Terms, relationships pertaining to the usage of CoinGate System as a Purchaser shall also be governed by 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. Usage of CoinGate System as a Purchaser shall also serve as a 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 is deemed to form part of these General Terms. You can access the document here: [the Risk Warning](#). Please read the document 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, LT-01108, Vilnius, the Republic of Lithuania (hereinafter referred to in this document as "Company", "we" or "us").

1.2. The Company provides you with the ability to use CoinGate System as a Purchaser.

1.3. The Company's activities are subject to the laws of the Republic of Lithuania.

1.4. You may contact us by email [support@coingate.com](mailto:support@coingate.com) or by other means of communication listed on the Website under the menu item "Contact Us".

## 2. Usage of CoinGate System as a Purchaser

2.1. The functionalities available to you, as a Purchaser within CoinGate System, are described on our Website and/or System.

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.

2.3. Your payments/donations to Merchants through us will be considered the same as payments/donations made directly by you to Merchants. We collect Virtual Assets from you to Merchants' accounts exclusively for Merchants and on their behalf. Merchants remain the owners of Virtual Assets that we hold for them and on their behalf.

2.4. Without prejudice to our rights and duties in the anti-money laundering and counter terrorist financing field, we shall not control, monitor, assess, authorize and/or supervise Merchants' activities and/or their sales/receipt and use of donations. The foregoing does not preclude us from exercising our right to suspend, restrict or terminate the provision of our services to Merchants at any time as well as to refuse to complete, block or reverse transactions initiated by Purchasers to Merchants if we reasonably believe that they violate any of our internal rules, general terms or there are other circumstances that may infringe our, our clients, other Purchasers, our users, or the public legitimate interests.

2.5. In relation to payments and/or donations in Virtual Assets made by you to Merchants, any legal relations are between you as a Purchaser and a Merchant. We are not a party to relations between you as a Purchaser and a Merchant. 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 Merchants, their services, products, activities and/or any transactions related to relation between you as a Purchaser and a Merchant. Any disputes between you as a Purchaser and a Merchant shall be resolved exclusively between you as a Purchaser and a relevant Merchant.

## 3. Definitions

The definitions set out in this section shall apply in these General Terms as follows:

3.1. Business Day means a day, indicated on our Website.

3.2. 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 and intended to provide our services.

3.3. Fees mean the fees, if any, we will charge you for the usage of CoinGate System as a Purchaser, the details of which are set out on our Website.

3.4. General Terms means these General Terms and all annexes thereof under which the Parties agree on the general terms and conditions of the usage of CoinGate System. In case other agreements are concluded between the Purchaser and the Company with respect to the usage of CoinGate System after these General Terms are concluded, those subsequent agreements shall be considered as an integral part of these General Terms.

3.5. Merchant means a person from which you buy products and/or services in Virtual Assets through CoinGate or bona fide charitable organizations to which you donate in Virtual Assets through CoinGate.

3.6. Party or Parties individually means any of us (the Purchaser or the Company) and together means you and us (the Purchaser and the Company).

3.7. Privacy Policy means the document that sets out the main provisions of how, when and under what conditions we process your personal data.

3.8. Risk Warning means the document that sets out the main risks related to Virtual Assets.

3.9. Purchaser means you - a person, who has registered with the CoinGate System, has access to it, has some functionalities (described on our Website and/or System) within it as well as who is buying products and/or services from Merchants in Virtual Assets through CoinGate or donating to bona fide charitable organizations in Virtual Assets through CoinGate.

3.10. 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.

3.11. Website means our website [coingate.com](https://coingate.com) including all its sub-domains.

- a) In these General Terms:
- b) a singular word includes the plural and vice versa;
- c) a word which suggests one gender includes the other gender;
- d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- e) 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;
- f) 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;
- g) a reference to 'day' or 'month' means calendar day or month;
- h) words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

#### 4. General obligations

#### 4.1. Your obligations:

- a) to act in good faith and adhere to these General Terms as well as other provisions governing the usage of CoinGate System as a Purchaser, and timely as well as properly fulfil your obligations to us;
- b) 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;
- c) 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 functioning the CoinGate System, of loss, theft, unauthorized use or illegal acquisition of your login to CoinGate System data, and also of loss of your electronic device used for logging into the CoinGate System;
- d) 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 not use CoinGate System until we instruct otherwise;
- e) to take all reasonable measures necessary to prevent illegal disclosure, appropriation, or use of your data related to the status and history of transactions in Virtual Assets and requests for refunds;
- f) at all times to comply with all applicable laws and regulations.

#### 4.2. Our obligations to you:

- a) to act in good faith and with discretion to best meet your interests;
- b) to strive to enable the intended use of the Website and the CoinGate System, take timely measures to correct any operation faults with the CoinGate System;
- c) to timely and properly fulfil our obligations to you.

### 5. Eligibility

#### 5.1. You are permitted to use CoinGate System if you comply with all the following criteria:

- a) you have the capacity to enter into and be bound by these General Terms and any other document related thereto
- b) 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;
- c) in case of a natural person, you are of the age of full legal capacity and reside in a country in which our Website and System are legally accessible;
- d) in case of a legal person, it is duly established and operates in a country in which our Website and System are legally accessible;
- e) your financial status allows you to accept the risks relating to Virtual Assets;
- f) you have provided accurate and complete information and documents requested by us;

- g) we are satisfied with the outcome of any identity, fraud and background checks which we will conduct in relation to you at any time during the term of your relationship with us; us;
- h) 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;
- i) at all times you comply with the General Terms as well as all applicable laws and regulations.

## 6. Representations and Warranties

### 6.1. By accepting these General Terms, you:

- a) confirm that you are eligible to use our System by complying with criteria listed in section 5;
- b) confirm that you have read these General Terms;
- c) commit to be bound by these General Terms;
- d) agree and acknowledge that any and all actions performed by using the CoinGate System shall be valid and causing the same legal effects as the actions 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;
- e) confirm that you have enough knowledge relating to Virtual Assets to use our System, and understand that you are solely responsible for determining the nature, potential value, suitability, risks and appropriateness of our System;
- f) confirm that we have not advised you, nor individually recommended to you, to use our System, excluding any advertisement of our System;
- g) 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 e. g. your name/title, email address, 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;
- h) 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 usage of our System;
- i) confirm that your use of our System does not violate any applicable laws or regulations of any jurisdiction that applies to you.

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 and shall remain true and accurate until you cease to use our System.

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 allow you to use our System.

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, functionality contained in the CoinGate System will meet your requirements or that the operation of the CoinGate System will be uninterrupted or error free.

## 7. Purchaser’s Login to CoinGate System

7.1. Your login to CoinGate System 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) or, alternatively, you can use your social media account to login to CoinGate System.

7.2. The e-mail address and/or social media account specified by you and intended for your identification and your login to CoinGate System shall be valid throughout the entire period of your usage of CoinGate System. 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 and/or social media account to be used for your login manually.

7.3. If during your registration with CoinGate System you choose the e-mail option to login, you will be asked to create a long-term password. Later, your long-term password can be changed at any time by taking the appropriate actions specified on the Website.

7.4. 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 your login to CoinGate System may be turned on or off by following the relevant instructions on CoinGate System. If you lose access to your one-time password while the one-time password requirement is still enabled, 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 the access to your one-time password.

## 8. The Functionality to Request a Refund

8.1. In our System you can request a refund regarding your transaction made to a Merchant through our System.

8.2. In case of underpayment, you can request a refund.

8.3. In case of overpayment, you can request only a refund of an overpaid amount.

8.4. We reserve the right to establish the minimum amount that can be refunded. If the amount requested is lower than the minimum refundable amount, we reserve the right to not issue the refund.

8.5. Any requests for refunds can be made to us until we decide to transfer the refundable amounts to Merchants. If no requests for refunds are received by us until we decide to transfer the refundable amounts to Merchants, we will transfer the refundable amounts to Merchants and from that moment Merchants will be fully responsible for any refunds to you.

8.6. Further terms concerning this functionality may be indicated on our Website.

## 9. Applicable fees

9.1. We shall charge you the Fees, if any, which are provided on our Website and are applicable at the moment when a paid action/functionality is carried out.

9.2. The Fees schedule referred to in clause 9.1 is deemed to form part of these General Terms.

9.3. The Fees schedule referred to in clause 9.1 is subject to change at our sole discretion. Changes shall come into force immediately upon publication of updated Fees schedule on our Website.

9.4. Please ensure that the required Fees/amounts due from you is paid to us on time. If you do not pay us on time, we reserve the right to suspend your usage of our System until such Fees/amounts due will be paid to us.

9.5. Application of any discount is at our absolute discretion. Please contact us to get to know more about what discounts are applicable at the moment and under what conditions.

## 10. Prohibited use

10.1. It is strictly prohibited to use our System for any of the following:

- a) to conduct or engage in any illegal or unlawful activity;
- b) to hide or disguise the proceeds of any illegal or unlawful activity;
- c) to engage in any fraudulent or malicious activity;
- d) to use CoinGate System not in your own name, unless you represent another person;
- e) to allow anyone who is not a duly authorized person to have access to your login and use CoinGate System on your behalf;
- f) 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, computer systems or networks connected to the CoinGate System or the Website, through password mining or any other means;

to infringe on our proprietary intellectual property;

to conduct or engage in activity in a way that we reasonably believe might harm our ability to provide our services and/or properly operate CoinGate System;

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. the Company.

10.2. We reserve the right, without any prior notice or explanation, to refuse any person from using our System or to terminate existing relations with a Purchaser if we have a reasonable doubt that the activity being carried out by that Purchaser is in violation any of the prohibitions specified in this section.

## 11. Security

11.1. It is your sole responsibility to keep your 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, lose this information or such information becomes otherwise accessible to any third party, you are fully responsible for any possible adverse consequences.

11.2. We may stop or suspend your use of the CoinGate System if we have reasonable grounds for doing so relating to the security of the CoinGate System or the suspected, unauthorized or fraudulent use of the CoinGate System. 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.

11.3. We reserve the right to require a change of your long-term password at any time by giving emailed notice to you.

11.4. More tips and recommendations on security issues can be found on our Website.

## 12. Development and Modification of our Software

12.1. 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 related programs, 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 verification 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.

### 13. Intellectual property

13.1. You shall acknowledge and agree that the performance of the Company under these General Terms 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").

13.2. All copyrights, trademarks, patents, trade secrets and other Intellectual Property Rights relating to the CoinGate System, 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 System under these General Terms.

### 14. Liability and indemnity

14.1. 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 use or inability to use the CoinGate System, and in respect of any Virtual Asset or otherwise.

14.2. We take no responsibility for and will not be liable for any financial loss arising from your use of CoinGate System, including, but not limited to, fluctuations of Virtual Asset; system hacks; server failure or data loss; technical faults of the Virtual Asset system; forgotten passwords (long-term and one-time); security of your passwords (long-term and one-time); unauthorized access; corrupted files or data; incorrectly constructed transactions or mistyped Virtual Assets addresses.

14.3. We take no responsibility for and will not be liable for any non-compliance with CoinGate System's quality or quantity requirements laid down in these General Terms 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 maintenance of CoinGate System.

14.4. We do not provide any financial, investment or legal advice in connection with CoinGate System. 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 the Purchasers decision and we will not be liable for any loss suffered in relation thereto.

14.5. 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 use of CoinGate System, in each case caused by or resulting from (directly or indirectly):

- a) 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;
- b) any "hard fork", "soft fork", or other change in the operating rules of an underlying Virtual Asset network;
- c) any suspension of the CoinGate System permitted under these General Terms;
- d) any other cause or condition beyond our reasonable control.
- e) 14.6. 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 System.

## 15. Taxes

15.1. It is your own responsibility for paying any taxes applicable to you in relation to using our System.

15.2. We make no representations in relation to tax liabilities, assume no tax liability for any Purchaser, assume no responsibility for the tax liability of any Purchaser, not for collecting, reporting, withholding or remitting any taxes arising from your use of CoinGate System.

15.3. 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.

## 16. Complaints

16.1. If you want to submit a complaint, you may do so by e-mail [support@coingate.com](mailto:support@coingate.com) or by using our contact form provided on the Website under the menu item "Contact Us".

16.2. Complaints shall be submitted (and will be responded to) in English.

16.3. We commit to handle complaints fairly and promptly.

## 17. Communication

17.1. Any communication between you and us shall take place primarily via e-mails.

17.2. 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: (i) Company's e-mail address that should be used for communication is support@coingate.com; (ii) Purchaser's e-mail address that should be used for the communication should be disclosed during the registration in CoinGate System. Communication via other e-mail addresses shall not be considered appropriate unless otherwise agreed by the Parties.

17.3. Notices and other communications sent by e-mails specified under clause 17.2 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 non-Business Day - on the earliest Business Day).

17.4. 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.

17.5. The Purchaser must immediately inform us about changes in his/her/its contact details. At the request of the Company, the Purchaser must provide the respective documents supporting the change of any contact details. If the Purchaser does not fulfil his/her/its duties referred to in this clause, the notifications communicated on the basis of the most recent details specified by the Purchaser 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.

17.6. The Purchaser who fails to receive from the Company any notifications which it was to receive under these General Terms or for the provision of which the Purchaser has submitted a separate request to the Company, the Purchaser must immediately inform the Company.

17.7. We shall not be responsible for any mistake, inaccuracy, technical defect or damage caused by incorrect, outdated Purchaser contact details and their subsequent use by us.

17.8. We shall have the right to require the Purchaser 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.

17.9. The Purchaser is fully liable for correctness of data, orders and documents submitted to us.

17.10. All costs of drafting, delivery, certification, notarization, apostillization and translation of documents to be provided to the Company shall be borne by the Purchaser.

17.11. If documents provided by the Purchaser 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 your use of CoinGate System and/or to demand from the Purchaser the submission of additional documents.

17.12. 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 our messages to you. We shall not be liable for any loss arising out of your failure to do so.

## 18. Data protection

18.1. To enable you use our System, 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.

18.2. We will collect, use, store, and otherwise process information about you as described in detail by our Privacy Policy available at <https://coingate.com/privacy> 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 accepting these General Terms. 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 accepting these General Terms and he / she will help you. By way of accepting these General Terms, you acknowledge that you have familiarized yourself with, understood and commit to be bound by also the Privacy Policy.

18.3. 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.

18.4. 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.

## 19. Information Storage

19.1. 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.

19.2. 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.

19.3. We undertake to make appropriate efforts in accordance with usual practices in safekeeping information related to the use of CoinGate System (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.

## 20. Confidentiality

20.1. 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 the CoinGate System, 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 status, history and content of transactions with the Virtual Assets, on the content of requests for refunds, 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").

20.2. 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 maintenance of CoinGate System/compliance with applicable legislation as well as to law enforcement.

20.3. 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.

20.4. The Party shall immediately notify the other Party of any unauthorized use or disclosure, or suspected unauthorized use or disclosure of Confidential Information.

20.5. 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:

- a) was already known to the Receiving Party without an obligation of confidentiality at the time of disclosure hereunder;
- b) was generally available to the public at the time of its disclosure to the Receiving Party hereunder;
- c) 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
- d) 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.

20.6. 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.

20.7. 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 maintenance of CoinGate System/compliance with applicable legislation, shall not be considered as a breach of the confidentiality obligations.

## 21. Modification of the General Terms

21.1. 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 9.3 above.

21.2. 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.

21.3. If you object by emailed notice to any proposed amendment in a timely manner, as per clauses 21.1 and 21.2 of these General Terms, you shall have a right to terminate these General Terms by submitting an emailed notice of such termination.

21.4. If you do not notify us of termination of these General Terms as specified under clause 21.3, proposed amendments to the General Terms shall come into effect from the date specified in clause

21.5. 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.

## 22. Coming into force, suspension, restriction and termination

22.1. These General Terms shall come into force upon clicking "Sign up", including with Facebook or Google, button and shall remain in force until terminated in accordance with the procedure provided herein.

22.2. 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.

22.3. We shall have a right to suspend or restrict your use of our System 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.

22.4. We shall have a right to suspend or restrict your use of our System or terminate these General Terms unilaterally (without applying to court) and immediately due to any of the following significant reasons:

- a) the Purchaser while using our System and/or when performing the General Terms 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;
- b) there are circumstances that indicate the Purchaser is related to money laundering and/or terrorist financing;
- c) the Purchaser 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 Purchaser's obligations to the Company and/or of any circumstances that are material for the performance of these General Terms and/or, upon Company's request, fails to submit the documents supporting such information or circumstances, as described in clause 6.1G of these General Terms;
- d) at the request of the Company, the Purchaser 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 Purchaser's solvency or fulfilment of obligations, management of the Purchaser's debt to the Company and/or provision of other services;
- e) the Company has valid information that the Purchaser is unreliable;
- f) the Purchaser has defaulted on his/her obligations assumed and/or representations and warranties made under these General Terms and/or to other creditors and/or no longer meets the eligibility requirements laid down in section 5;
- g) the Purchaser 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;
- h) in the opinion of the Company, the Purchaser engages in the field of activity with a high level of risk of money laundering and/or terrorist financing;
- i) according to the information available to the Company, the Purchaser is related or was related in the past to criminal organizations;
- j) the Purchaser was prosecuted or convicted for criminal offences or misdemeanors
- k) according to the information available to the Company, the Purchaser 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.);

- l) according to the information available to the Company, the Purchaser 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);
- m) the Purchaser uses our System for illegal, fraudulent and/or unfair activities;
- n) the Purchaser is included in the list of persons who are suspected of local or international terrorism and/or terrorist financing;
- o) the Purchaser is a person who is subject to sanctions for any reasons or who permanently resides in a country that is subject to sanctions;
- p) the Purchaser 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.
- q) the Purchaser engages (plans to engage) in 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;
- r) the Purchaser is a person whose login to CoinGate System is used by third parties without legal grounds, or, in the opinion of the Company, the transaction status and/or history and/or requests for refunds do not belong to the Purchaser, except where there is a special agreement with the Company;
- s) the Purchaser acts in a way that puts the Company's reputation at risk;
- t) the Purchaser has registered (as a Purchaser) at the CoinGate System more than once, except with our permission;
- u) we have concerns about the security of your login to CoinGate System, or we suspect that you use our System in a fraudulent or unlawful manner;
- v) the Purchaser's use of our System is subject to any pending litigation, investigation and/or we perceive a risk of regulatory non-compliance associated with your use of our System;
- w) 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 your inappropriate, abusive behavior towards us, may also be considered by us as significant reasons, if they indicate that your further use of our System would infringe our, other Purchasers, our users, our clients' or the public legitimate interests.

22.5. 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.

22.6. 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.

22.7. We shall not be held liable for consequences arising after we legally suspend or restrict your use of our System or terminate these General Terms.

22.8. Termination of the General Terms shall not exempt you from the due discharge of all obligations to us arising before the date of termination.

22.9. The termination of the General Terms shall also mean the termination of your access to our System.

## 23. Miscellaneous

23.1. 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.

23.2. 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.

23.3. Language. You and we shall agree that the language of these General Terms as well as communication between you (or any authorized person) and us is to be English.

23.4. Enforceability. No provisions of these General Terms shall be enforceable by any other person other than you and us.

23.5. 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 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, we can still require you to make the payment at a later date.

23.6. Relationship of the Parties. The Parties are independent contractors and nothing in the General Terms 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.

23.7. 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.

23.8. 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.

23.9. 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.

23.10. Transfer of Rights. You need our written consent to transfer your rights and obligations under these General Terms, including, but not limited to, to transfer your access to CoinGate System to any third person.

23.11. We reserve the right to assign our rights and obligations arising out of these General Terms 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 assignment within 10 (ten) Business Days after the assignment.

23.12. Survival. Any right or obligation of the Parties in these General Terms, which, by its express terms or nature and context is intended to survive termination of these General Terms, will survive any such termination.