

## **DISCLAIMER FOR PURCHASERS**

**Date last updated:** 25 October, 2022

You are transferring bitcoins and (or) altcoins solely to and for the benefit of the specific merchant that referred you to the CoinGate platform. Please note that you do so at your own risk. Therefore, you should exercise due diligence regarding identity and trust of the merchant, any products, goods and services you purchase from the merchant before effecting any transfer of bitcoins and (or) altcoins.

In relation to the transfer of bitcoins and (or) altcoins, any legal relations are between you and the merchant. For the identity of the merchant, terms and conditions of purchase, data protection, warranties, refunds, legal remedies and other terms and conditions, any queries, letter, requests and (or) complaints regarding the purchase please refer to the merchant and its website. CoinGate platform collects, uses, stores and otherwise processes information only about your technical data and e-mail address.

UAB Decentralized is the entity operating the CoinGate platform and collecting bitcoins and (or) altcoins solely for and on behalf of the merchant that referred you to the CoinGate platform. It does not engage into any other activities on behalf of the merchant, is not the merchant's representative, agent or employee. UAB Decentralized does not control, monitor, assess, authorise (and) or supervise activities of the merchant and (or) particular purchases. UAB Decentralized is not a party to relations between you the merchant and does not accept any queries, letter, requests and (or) complaints regarding the merchant and (or) purchase.

UAB Decentralized disclaims all liability that might otherwise be implied, whether arising in contract, tort (including negligence) or otherwise, including, but not limited to, any statutory or other warranties, such as implied warranties of merchantability and fitness for a particular purpose, or of non-infringement, or other warranties relating to quality, merchantability, the ability of products to achieve a particular result, etc.

In no event will UAB Decentralized or its any affiliate, or any company under common ownership or control with UAB Decentralized or UAB Decentralized affiliate, or any of the shareholders, owners, officers, directors, employees, or other representatives of UAB Decentralized, an UAB Decentralized affiliate, or such company, be liable to you and (or) any party for any direct, indirect, special, incidental or other consequential damages related to a particular merchant, a purchase, product, good and (or) service, your access or use of the CoinGate platform or any of the information, materials, products or services available through the CoinGate platform, for any use of, or inability to use, the CoinGate platform or any information and/or materials available through the CoinGate platform, or any other linked web site or service, including without limitation, any lost profits, loss of anticipated savings, business interruption, loss of programs or other data or otherwise, even if expressly advised of the possibility of such damages.

UAB "Decentralized" reserves the right to suspend, postpone, and freeze all transactions that are deemed contrary to public order or norms of good morals, and these transactions can be null or

void. Unilateral restitution is prohibited, in the event contrary to the mandatory statutory provisions or good morals, i.e. where the purpose of the transaction is contradicting public order or norms of good morals, and the provisions of public law establish property sanctions in regard to the of such transaction. In this context "public order" includes the basic principles on which the legal system is based, as well the principles are enshrined in the Constitution of the Republic of Lithuania and other legal acts. The term "good morals" is evaluated from the criteria of reason to ensure the balance of interests of all members of society and protect the interests of economically and physically weaker and prevent abuse or intent of doing damage to third persons. UAB "Decentralized" is not liable to the customer for non-fulfillment of that kind of contractual obligation and for the damage caused in the course of performing the duties and actions specified above. As well will not take any legal responsibility for any losses in relation to suspension, freeze, or disablement of these transactions.

In addition, by using our services, you may be asked to provide additional information and/or documents that enable us to verify your identity. From time to time, CoinGate will perform additional reviews of transactions, that are required due to banking partners' additional due diligence. We will provide prompt notice to you if additional action from your side is needed. In order to use our service, you agree to cooperate with our information requests for such additional information when additional documentation is required. If you fail to provide the required information, you acknowledge that we will be unable to complete your transaction. CoinGate will not be liable to take any responsibility for such a transaction failing.

In the event, that a third-party provider who processes the transaction has already started the virtual currency exchange process, and the invoice is underpaid as an aftermath of insufficient funds, which resulted from the Purchaser sending less than the required amount, UAB "Decentralized" reserves the right to issue a refund of the equivalent value in the virtual currency that was requested in the initial order of the Purchaser.

You agree to indemnify, release and hold harmless UAB Decentralized, its affiliates and any company under common ownership or control with UAB Decentralized or its 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 a particular merchant, a purchase, product, good and (or) service, your access or use of the CoinGate platform or any of the information, materials, products or services available through the CoinGate platform.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above may not apply to you.