

Contractual Terms and Conditions for using the CoinGate System and Services (for Traders)

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The last update will come into force: February 24th, 2022

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](#).

WHILE USING THE COINGATE SYSTEM AND/OR SERVICES, YOU MAY ALSO VIEW CONTENT OR SERVICES PROVIDED BY THIRD PARTIES, INCLUDING LINKS TO WEB PAGES, SERVICES OF SUCH THIRD PARTIES AS WELL AS REDIRECTION TO SUCH THIRD PARTIES ("THIRD PARTY CONTENT"). WE NEITHER ENDORSE NOR CONTROL ANY THIRD PARTY CONTENT AND HAVE NO RESPONSIBILITY AND NO LIABILITY FOR ANY THIRD PARTY CONTENT. IN ADDITION, YOUR DEALINGS WITH SUCH THIRD PARTIES ARE SOLELY BETWEEN YOU AND THE RESPECTIVE THIRD PARTY. WE ARE NEITHER LIABLE NOR RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED BY YOU AS A RESULT OF ANY SUCH DEALINGS WITH ANY SUCH THIRD PARTIES. YOUR USE OF THIRD PARTY CONTENT IS AT YOUR OWN RISK.

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 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 Virtual Asset Purchase and Sale Agreement with us 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 and the AML/CTF Policy are deemed to form part of these General Terms. You can access those documents here: [the Risk Warning](#) and [the AML/CTF Policy](#). Please read these documents carefully.

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 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](mailto:support@coingate.com) or by other means of communication listed on the Website under the menu item “Contact Us”.

Our Services

2.1. We provide the following Services to Traders:

- Virtual Asset-to-Virtual Asset Exchange Services;
- Virtual Asset-to-Fiat Exchange Services;
- Fiat-to-Virtual Asset 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.

Definitions

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

3.1. 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;

3.2. AML/CTF means anti-money laundering and counter-terrorism financing.

3.3 AML/CTF Policy means the document that sets out the main principles and guidelines towards the Company’s AML/CTF approach.

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

3.5. 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 Traders to conclude Virtual Asset Purchase and Sale Agreements;

3.6. Fees means the fees we will charge you for the provision of the Services, the details of which are set out on our Website.

3.7. Fiat means a currency which in accordance with valid laws is legal tender.

3.8. 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 Trader and the Company with respect to the provision of Services after these General Terms are concluded, those subsequent agreements shall be considered as an integral part of these General Terms.

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

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

3.11. Risk Warning means the document that sets out the main risks you may face while using our Services.

3.12. Trader means you - a person who concludes Virtual Asset Purchase and Sale Agreements with us;

3.13. 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.

3.14. 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.

3.15. Website means our website coingate.com including all its sub-domains.

In these General Terms:

- a) a singular word includes the plural and vice versa;
- b) a word which suggests one gender includes the other gender;

if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

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;

words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

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 use of our Services, 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 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;
- d) 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 carry out any transactions in Virtual Assets until we instruct otherwise;
- e) to take all reasonable measures necessary to prevent illegal disclosure, appropriation, or use of your data related to transactions in Virtual Assets;
- f) at all times to comply with all applicable laws and regulations, including, but not limited to, AML/CTF regulations, etc.

Eligibility

5.1. You are permitted to use our Services 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 Services are legally accessible;
- d) in case of a legal person, it is duly established and operates in a country in which our Services 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 to verify your identity;
- g) 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;
- h) you have created an Account in the CoinGate System in predefined manner;
- i) 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 as well as all applicable laws and regulations.

Representations and Warranties

6.1. By accepting these General Terms, you:

- a) confirm that you are eligible to use our Services 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 (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;
- e) 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;
- f) confirm that any Virtual Asset or Fiat involved by you in an exchange transaction is owned by you and is derived from legitimate sources;
- g) confirm that we have not advised you, nor individually recommended to you, to you to use our Services, excluding any advertisement of our Services;
- a) 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. 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;

- b) 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;
- c) confirm that your use of our Services 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 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.

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) or, alternatively, you can use your social media account to login your Account.

7.6. The e-mail address and/or social media account specified by you and intended for your identification and your 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 and/or social media account to be used for your login manually.

7.7. If during the creation of your Account you chose the e-mail option to login, you were asked to create a long-term password. Your long-term password can be changed at any time by taking the appropriate actions specified on the Website.

7.8. 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 the access to your one-time password.

Appointment of a Representative

8.1. You are able to indicate a user within our System as your representative in the CoinGate System in the predefined manner.

8.2. 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.

8.3. 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.

Exchange of Fiat to Virtual Assets

9.1. To conclude an agreement on purchasing Virtual Assets from us you have to enter the amount of Fiat of your choice, for which you want to buy Virtual Assets, or the quantity of Virtual Assets you want to buy into corresponding fields of the CoinGate System. The CoinGate System will automatically calculate and offer on our behalf either preliminary quantity of Virtual Assets (if you specified the amount of Fiat you want to spend on purchasing Virtual Assets) or preliminary price of Virtual Assets (if you specified the quantity of Virtual Assets you want to buy).

9.2. Please note that in the cases indicated in clause 9.1 above the calculated amounts (quantity or price of Virtual Assets) are only preliminary. The final quantity of Virtual Assets you have

purchased will be calculated and confirmed at the moment the Virtual Assets are transferred to you.

9.3. You shall confirm your will to purchase Virtual Assets from us for the price offered in accordance with clause 9.1 above (that is, to accept our offer) by transferring the specified amount of Fiat to us. In case of underpayment of the specified amount of Fiat, you will be considered as having not confirmed your will to purchase Virtual Assets from us and you will have two options: 1) to transfer the remaining amount of Fiat and confirm your will to purchase Virtual Assets from us, or 2) to request a refund of the Fiat amount you have transferred to us (underpayment), after deduction of the applicable Fees and other costs. In case of overpayment, you will be considered as having confirmed your will to purchase Virtual Assets from us but you will need to decide on further actions with the overpaid amount (in excess of requested amount): 1) to exchange the overpaid amount into Virtual Assets as well, after deduction of the applicable Fees and other costs or 2) to request a refund of the overpaid amount, after deduction of the applicable Fees and other costs.

9.4. The relevant instructions and information for the conclusion and discharge of a specific Virtual Asset Purchase and Sale Agreement with us while using specific payment method (e. g. a bank transfer) as well as for the withdrawal from the concluded Virtual Asset Purchase and Sale Agreement and a subsequent refund are provided on the Website.

9.5. The amount of time required to rewrite in your name the purchased Virtual Assets or to process a refund will depend on various factors, including the performance of third parties. We make no guarantee as to when the purchased Virtual Assets or any refunds will become available to you.

9.6. Once you redeem the purchased Virtual Assets you cannot denounce the Virtual Asset Purchase and Sale Agreement.

9.7. We reserve the right to determine minimum and/or maximum amounts of a Virtual Asset to be purchased in a single operation indicating such restrictions on the Website. We shall also reserve the right to determine the minimum amount that can be refunded. If the amount requested is lower than the minimum refundable amount, we shall have the right to not issue the refund.

9.8. All risks related with the purchase of Virtual Assets will be your sole responsibility.

Exchange of Virtual Assets to Fiat

10.1. To conclude an agreement on selling Virtual Assets to us, you must enter amount of the Virtual Assets you want to sell or amount of Fiat you want to buy into the corresponding fields on the CoinGate System. The CoinGate System will automatically calculate and offer on our behalf a price in Fiat of your choice, for which we are ready to purchase the quantity of the Virtual Assets you offer or a price in Virtual Assets, which you should sell to us to receive the desirable amount of Fiat. Such an offer generated by the CoinGate System is valid and binding for us for the time period indicated in our offer.

10.2. You can confirm (accept) the offer generated by the CoinGate System on our behalf to purchase Virtual Asset from you/to sell Fiat to you within the time period indicated in our offer, by rewriting the quantity of Virtual Assets specified in the offer to us on the Website, in the CoinGate System, in the predefined manner. The quantity of Virtual Assets to be rewritten must be of a sufficient amount and free and clear of any liens, charges or encumbrances as well as the ownership of the Virtual Assets must belong to you.

10.3. Once the quantity of Virtual Assets you have sold us is rewritten in our name we will as soon as reasonably possible transfer you the corresponding amount of Fiat, after deduction of the applicable Fees and other costs.

10.4. In case of underpayment of the specified amount of Virtual Assets, you will be considered as having not confirmed your will to purchase Fiat/to sell Virtual Assets and you will have two options: 1) to transfer the remaining amount of Virtual Assets and confirm your will to purchase Fiat from us/to sell Virtual Assets to us, or 2) to request a refund of the Virtual Assets amount you have transferred to us (underpayment), after deduction of the applicable Fees and other costs. In case of overpayment, you will be considered as having confirmed your will to purchase Fiat/to sell Virtual Assets but you will need to decide on further actions with the overpaid amount (in excess of requested amount): 1) to exchange the overpaid amount into the Fiat as well, after deduction of the applicable Fees and other costs or 2) to request a refund of the overpaid amount, after deduction of the applicable Fees and other costs.

10.5. Once a sufficient amount of Virtual Assets you have sold to us is rewritten in our name you cannot denounce the Virtual Asset Purchase and Sale Agreement as it is considered concluded and discharged.

10.6. We reserve the right to determine minimum and/or maximum amounts of Virtual Assets to be sold to us in a single operation indicating such restrictions on the Website. We shall also reserve the right to determine the minimum amount that can be refunded. If the amount requested is lower than the minimum refundable amount, we shall have the right to not issue the refund.

10.7. The amount of time required to process a transfer referred to in clause 10.3 above and any refunds referred to in clause 10.4 above will depend on various factors, including the performance of third parties. We make no guarantee as to when purchased Fiat and any refunds will become available to you.

10.8. All risks related to the sale of Virtual Assets will be your sole responsibility.

Exchange of Virtual Assets to Virtual Assets

11.1. To conclude an agreement of exchange of one kind of Virtual Asset to another, you must enter the amount of the Virtual Assets you want to sell or buy into the corresponding fields on the CoinGate System. The CoinGate System will automatically calculate and offer on our behalf either preliminary quantity of another kind of Virtual Asset (if you specified the amount of Virtual Assets you want to spend on purchasing another kind of Virtual Asset or preliminary price of another

kind of Virtual Asset (if you specified the quantity of another kind of Virtual Asset you want to buy). Such an offer generated by the CoinGate System is valid and binding for us for the time period indicated in our offer.

11.2. You can confirm (accept) the offer generated by the CoinGate System on our behalf to exchange one kind of Virtual Asset to another within the time period indicated in our offer, by rewriting the quantity of Virtual Assets specified in the offer (and held by you) to us, in the predefined manner. The quantity of Virtual Assets to be rewritten must be of sufficient amount and free and clear of any liens, charges or encumbrances as well as the ownership of the Virtual Assets must belong to you.

11.3. Once the quantity of Virtual Assets you have sold to us is rewritten in our name we will as soon as reasonably possible rewrite in your name the quantity of another kind Virtual Asset you have purchased from us, after deduction of the applicable Fees and other costs.

11.4. In case of underpayment of the specified amount of Virtual Assets, you will be considered as having not confirmed your will to purchase another kind of Virtual Asset and you will have two options: 1) to transfer the remaining amount of Virtual Assets and confirm your will to purchase another kind of Virtual Asset from us, or 2) to request a refund of the Virtual Assets amount you have transferred to us (underpayment), after deduction of the applicable Fees and other costs. In case of overpayment, you will be considered as having confirmed your will to purchase another kind of Virtual Asset but you will need to decide on further actions with the overpaid amount (in excess of requested amount): 1) to exchange the overpaid amount into another kind of Virtual Asset as well, after deduction of the applicable Fees and other costs or 2) to refund the overpaid amount, after deduction of the applicable Fees and other costs.

11.5. Once the quantity of Virtual Assets you have sold to us is rewritten in our name, you cannot denounce the agreement on exchange one kind of Virtual Asset to another as it is considered concluded and discharged.

11.6. We reserve the right to determine minimum and/or maximum amounts of the Virtual Assets to be exchanged in a single operation indicating such restrictions on the Website. We shall also reserve the right to determine the minimum amount that can be refunded. If the amount requested is lower than the minimum refundable amount, we shall have the right to not issue the refund.

11.7. The amount of time required to process a transfer (rewriting to you referred to in clause 11.3 above) of the exchanged Virtual Asset to the Virtual Asset's address specified by you and to process any refunds referred to in clause 11.4 above will depend on various factors, including the performance of third parties. We make no guarantee as to when exchanged and transferred or refunded Virtual Assets will become available in your Virtual Asset's address.

11.8. All Virtual Assets exchange risks arising from any transactions will be your sole responsibility.

Applicable fees and exchange rates

12.1. 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.

12.2. The Fee and exchange rates schedule referred to in clause 12.1 is deemed to form part of these General Terms.

12.3. The Fee and exchange rates schedule referred to in clause 12.1 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.

12.4. 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.

12.5. 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.

12.6. 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.

AML/CTF requirements

13.1. 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.

13.2. We shall perform an identification and a risk assessment procedure of/on you and/or a legal entity you represent.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. We shall have the right to verify the information provided by you using reliable and independent sources of information and other lawful methods.

13.7. 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.

13.8. 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.

13.9. 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.

Prohibited use

14.1. It is strictly prohibited to use any of the Services 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 control or use an Account that is not yours;
- e) to allow anyone who is not a duly authorized person to have access to or use your Account;
- f) to disable, disassemble, reverse-engineer or decompile the CoinGate System;
- g) 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;

- h) to infringe on our proprietary intellectual property;
- i) to conduct or engage in activity in a way that we reasonably believe might harm our ability to provide our Services;
- j) 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 human rights, transparency, gender equality, moral and ethics, or other activity deemed unacceptable by the Company.

14.2. 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 a Trader 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.

Security

15.1. 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, losing this information or such information becomes otherwise accessible to any third party, you are fully responsible for any possible adverse consequences.

15.2. 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 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.

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

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

Development and Modification of our Software

16.1 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.

Intellectual property

17.1. 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 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").

17.2. 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.

Liability and indemnity

18.1. 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.

18.2. 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.

18.3. 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 (long-term 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.

18.4. 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 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.

18.5. 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.

18.6. 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):

- 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 Services permitted under these General Terms;
- d) any other cause or condition beyond our reasonable control.

18.7. 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.

Taxes

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

19.2. We make no representations in relation to tax liabilities, assume no tax liability for any Trader, assume no responsibility for the tax liability of any Trader, not for collecting, reporting, withholding or remitting any taxes arising from any Services that you may use.

19.3 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.

Complaints

20.1. 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".

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

20.3. We commit to handle complaints fairly and promptly.

Communication

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

21.2. 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) Trader'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.

21.3. Notices and other communications sent by e-mails specified under clause 21.2 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).

21.4. 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.

21.5. 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.

21.6. The Trader 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 Trader has submitted a separate request to the Company, the Trader must immediately inform the Company.

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

21.8. We shall have the right to require the Trader 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.

21.9. You are fully liable for correctness of data, orders and documents submitted to us.

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

21.11. If documents provided by the Trader 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 Trader and/or to demand from the Trader the submission of additional documents.

21.12. 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.

Data protection

22.1. 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.

22.2. 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 and understood the Privacy Policy.

22.3. 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.

22.4. 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.

Information Storage

23.1. 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.

23.2. 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.

23.3. 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.

Confidentiality

24.1. 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").

24.2. 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.

24.3. 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.

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

24.5. 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.

24.6. 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.

24.7. 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 provision of Services/compliance with applicable legislation, shall not be considered as a breach of the confidentiality obligations.

Modification of the General Terms

25.1. 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 12.3 above.

25.2. 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.

25.3. If you object by emailed notice to any proposed amendment in a timely manner, as per clauses 25.1 and 25.2 of these General Terms, you shall have a right to terminate these General Terms by submitting an emailed notice of such termination.

25.4. If you do not notify us of termination of these General Terms as specified under clause 25.3, proposed amendments to the General Terms shall come into effect from the date specified in clause 25.1.

25.5. 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.

Coming into force, suspension, restriction and termination

26.1. These General Terms shall come into force upon marking “Accept Terms and Conditions” checkbox while registering with CoinGate System and shall remain in force until terminated in accordance with the procedure provided herein.

26.2. 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.

26.3. 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.

26.4. 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:

- a) the Trader while using the Services 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) the Trader 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 Trader is related to money laundering and/or terrorist financing;
- c) the Trader 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 Trader’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 6.1H of these General Terms;
- d) at the request of the Company, the Trader 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 Trader's solvency or fulfilment of obligations, management of the Trader's debt to the Company and/or provision of other services;

- e) the Company has valid information that the Trader is unreliable;
- f) the Trader 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;
- g) the Trader 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 Trader 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 Trader is related or was related in the past to criminal organizations;
- j) the Trader was prosecuted or convicted for criminal offences or misdemeanors
- k) according to the information available to the Company, the Trader 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 Trader 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 Trader uses the Services for illegal, fraudulent and/or unfair activities;
- n) the Trader is included in the list of persons who are suspected of local or international terrorism and/or terrorist financing;
- o) the Trader 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 Trader 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 Trader 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;
- r) the Trader is a person whose Account is used by third parties without legal grounds;
- s) the Trader acts in a way that puts the Company's reputation at risk;
- t) the Trader has registered (created an Account) at the CoinGate System more than once, except with our permission;
- u) we have concerns about the security of your Account, or we suspect that you use our Services in a fraudulent or unlawful manner;
- v) the Trader's Account is subject to any pending litigation, investigation and/or we perceive a risk of regulatory non-compliance associated with your Account;
- 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 further provision of our Services to you would infringe our, our other Traders, our merchants, our users, purchasers or the public legitimate interests.

26.5. 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.

26.6. 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.

26.7. 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.

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

26.9. 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.

26.10. The termination of the General Terms shall also mean the closure of respective Account

Miscellaneous

27.1 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.

27.2. 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.

27.3. 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.

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

27.5. 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 and agreements thereof, we can still require you to make the payment at a later date.

27.6. 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.

27.7. 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.

27.8. 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.

27.9. 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.

27.10. 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.

27.11. 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 assignment within 10 (ten) Business Days after the assignment.

27.12. 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.