

## **Terms and Conditions for Merchants from the United States of America**

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### **1. GENERAL TERMS**

1.1. These Coingate Merchant General Terms & Conditions (hereinafter referred as **“General Terms”**) set forth the terms and conditions applicable to the provision of Services (as defined below) by CoinGate LLC (hereinafter, “CoinGate” or “we” or “us”) to merchants which are domiciled in the United States of America (hereinafter, “Merchant” or “you” or “your.”)

1.2. These General Terms explain many of your responsibilities to us and our responsibilities to you, how and when these General Terms can be terminated, the extent of our liability to you, and how and where disputes between you and us shall be resolved.

1.3. By accepting the CoinGate Service, as defined below, you agree and acknowledge that you have read and consented to these General Terms and shall undertake to adhere to them.

1.4. These General Terms, which are currently in force, are always available on our website, [www.coingate.com/terms](http://www.coingate.com/terms). We reserve the right to update these General Terms from time to time with or without notice to you.

### **2. ABOUT US**

2.1. Coingate is a limited liability company organized and existing under the laws and regulations of State of Delaware, United States of America.

2.2. The Company provides certain Services, as defined below in section 3.

### **3. THE SERVICE**

3.1. CoinGate is a cryptocurrency payment processor enabling you to accept cryptocurrencies as a form of payment in exchange for goods or services you sell to your customers. As used herein, “Service” includes Coingate’s receipt of cryptocurrency payments from your customers on your behalf.

3.2. The Service shall also be defined to include the Coingate System (“System”), defined herein as the complete suite of digital tools provided to you by Coingate pursuant to these General Terms, including but not limited to the Coingate website, mobile application, and related interfaces.

3.3. The Service also includes our Settlement of the cryptocurrency transactions we process on your behalf, the terms of which are set forth in Section 5, below.

3.4. CoinGate does not provide services other than the Service, for instance, cryptocurrency exchange, custody or remittance services.

3.5. Subject to these General Terms, including but not limited to the lists of Prohibited and Restricted Businesses set forth below, the Service is only available to United States

businesses that sell products or services, and registered charitable organizations that accept donations consistent with their charitable missions.

- 3.6. By using the Service, you authorize CoinGate to receive cryptocurrency payments from your customers (i.e. as an intermediary) and to take any and all actions necessary to provide the Service in compliance with applicable laws and regulations.
- 3.7. For the avoidance of doubt, by providing the Service to you, ***CoinGate's receipt of cryptocurrency on your behalf shall be the same as if the payment was received directly to you.*** Upon our receipt of cryptocurrency on your behalf, each respective customer's outstanding obligations to you shall be extinguished to the extent of the payment, and your obligation to complete the customer's purchase shall be triggered, irrespective of any subsequent events.

#### **4. YOUR MERCHANT ACCOUNT**

##### **4.1. Account Opening and Registration**

4.1.1. As used herein, "Account" means the virtual interface provided to you by CoinGate that allows CoinGate to provide the service to you. Your Account is accessible via the System by using your registration email and long-term password (if applicable, one-time password as well) to login. The use of the term "Account" in these General Terms, or elsewhere within the CoinGate system, shall not be interpreted as CoinGate serving as a depository or otherwise holding cryptocurrency or fiat currency on your behalf.

4.1.2. By using the Service, you represent and warrant that the information you provide at the time of opening your Account is accurate and complete, and that you will inform us within ten (10) days of any changes to such information.

4.1.3. We will review and assess the information and documents submitted to us by you. Upon our receipt and approval of the information and documents you provide, which shall not be unreasonably withheld, we will grant you access to the Service, which you can begin using immediately, subject to these General Terms.

4.1.4. CoinGate has the right to reject your Account registration, to later close your Account, or to restrict the provision of the Service to you if you do not provide and maintain accurate, complete and satisfactory information.

##### **4.2. Your Right to Close Your Account**

4.2.1. You may close your Account anytime. You will still be obligated to us for any fees incurred, if applicable, before the closure, and we will remit to you funds not yet paid to you and associated with pre-closure sales. If your Account balance is below our documented minimum transfer amount, you may be responsible for any applicable transaction fees that may be incurred in the funds transfer.

##### **4.3. Our Right to Decline, Suspend, or Close Your Account**

4.3.1. We reserve the right to decline to provide the Service to you or immediately suspend or close your Account, without notice, if we learn or reasonably suspect, in our sole discretion, that you will use or have used your Account to engage in unlawful or improper activity in violation of applicable laws or regulations, these General Terms, and/or our other applicable terms of use.

4.3.2. We reserve the right to monitor, review, retain and/or disclose any information we deem necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request.

4.3.3. Additionally, if your Account does not have a paid transaction for more than twelve consecutive months, we reserve the right to suspend the Account and automatically disable processing capabilities. You will receive information about the process to reactivate the Account.

4.3.4. CoinGate also reserves the right to terminate accounts which receive excessive customer complaints.

#### **4.4. Effect of Account Closure**

4.4.1. If your Account is closed for any reason, you agree: (a) to continue to be bound by surviving portions of these General Terms, (b) to immediately stop using the Services, (c) that the license provided under these General Terms shall end, (d) to remove from your website, apps and marketing materials and will discontinue using any Coingate service marks, logos or other branding, (e) that we will retain certain information and Account data as required under applicable laws and regulations, and (f) that we shall not be liable to you or any third party for termination of access to the Services, closure of an Account, or retention of information or Account data.

#### **4.5. Prohibited Uses**

4.5.1. It is strictly prohibited to use any of the Services for any of the following:

4.5.1.1. to conduct or engage in any illegal or unlawful activity;

4.5.1.2. to hide or disguise the proceeds of any illegal or unlawful activity;

4.5.1.3. to engage in any fraudulent or malicious activity;

4.5.1.4. to control or use an Account which you have not been authorized to control or use;

4.5.1.5. to allow anyone who is not a duly authorized person to have access to or use your Account;

4.5.1.6. to disable, disassemble, reverse-engineer or decompile the CoinGate System;

4.5.1.7. 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

4.5.1.8. to infringe on our proprietary intellectual property or the intellectual property of any third parties;

4.5.1.9. to conduct or engage in activity in a way that we reasonably believe might harm our ability to provide Service;

4.5.1.10. 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.

4.5.2. 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 you if we reasonably believe that the activity being carried out by that person/you is in violation any of the prohibitions specified in this section.

## 4.6. Prohibited Businesses

4.6.1. We are unable to provide the Service to the following categories of Merchants, or when any category of Merchant engages in sales of the following prohibited items:

- 4.6.1.1. Drugs and drug paraphernalia (e.g., narcotics, controlled substances, and any equipment designed for making or using drugs);
- 4.6.1.2. Marijuana/cannabis dispensaries and related products and businesses;
- 4.6.1.3. Weapons, munitions, gunpowder and other explosives (including fireworks);
- 4.6.1.4. Toxic, flammable, and radioactive materials;
- 4.6.1.5. Pseudo-pharmaceuticals;
- 4.6.1.6. Substances designed to mimic illegal drugs;
- 4.6.1.7. Sexually explicit content;
- 4.6.1.8. Sexually-related services;
- 4.6.1.9. Pyramid and investment schemes, multi-level marketing schemes, and other unfair, predatory or deceptive practices;
- 4.6.1.10. Items used for speculation or hedging purposes (such as derivatives);
- 4.6.1.11. Credit and collection services;
- 4.6.1.12. Items that infringe or violate any intellectual property rights such as copyrights, trademarks, trade secrets, or patents, including counterfeit or unauthorized goods;
- 4.6.1.13. Products and services with varying legal status from state to state;
- 4.6.1.14. Transactions that disclose the personal information of third parties in violation of applicable law;
- 4.6.1.15. Transactions related to cloud-mining;
- 4.6.1.16. Deferred presentment providers (also known as “payday lenders”);
- 4.6.1.17. Transactions associated with purchases of annuities or lottery contracts, lay-away systems, banking, offshore banking, transactions to finance, investing, investment related products; and
- 4.6.1.18. Transactions involving gambling or any activity requiring an entry fee and a prize, including but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, and sweepstakes.

4.6.2. We reserve the right, without any prior notice or explanation, to refuse any person from using our Service or to terminate an existing relationship with you if we reasonably believe that the activity being carried out by that person/you is in violation any of the prohibitions specified in this section.

**4.7. Your Password.** You will choose a password when registering for your Account. You are responsible for maintaining the confidentiality of your password and Account access credentials. You are fully responsible for all activities that occur with the use of your password or Account. Please notify us immediately if you become aware of any unauthorized use of your password or Account or any other breach of your security that may compromise your password or Account. You may not allow third-parties or unauthorized users to use your Account. We will not be liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge. You may notify us of a security breach regarding your password or Account by emailing [info@coingate.com](mailto:info@coingate.com).

**4.8. Security.** We have implemented security measures designed to protect information from accidental loss and from unauthorized access, use, alteration or disclosure. Our security measures include risk assessments and controls for the following: application and system access, system and application development and maintenance, acceptable use, data classification, incident response, disaster recovery and business continuity, and security

training. We cannot guarantee that unauthorized persons will never gain access to your information, and you acknowledge that you provide your information at your own risk, except as otherwise provided by applicable law. If we reasonably suspect or we become aware of a breach of our security measures that may have impacted you, your Account or your information, we will provide you with notice within 72 hours of gaining such suspicion or becoming aware of such breach. Such notice will be provided to your email address included in your Merchant profile.

## **5. SETTLEMENT**

### **5.1. Methods of Settlement.**

5.1.1. We will clear the payments we receive from your customers on your behalf over the cryptocurrency peer-to-peer payment network and credit your Account ledger, according to your settlement preferences that you choose in the System.

5.1.2. You can receive settlement in a local currency, in any of the supported cryptocurrencies, or in a mixture of both, and we have no right to impose any cryptocurrency over local currency, as your choice in this respect supersedes any of our preferences.

5.1.3. An Account ledger will be created for each currency selected for settlement in accordance with your settlement preferences. If you change your settlement preferences, those changes will be effective for Account ledger balances that are received after the date of the change. Any Account ledger balances dating from before the preference change will settle pursuant to your prior settlement preferences.

**5.2. Settlements to Your Bank Account.** If you wish to receive direct deposits, you must provide valid bank account information and keep such information current. Each business day, we will send a direct deposit to your bank account to clear out your accumulated Account ledger balance, provided that (a) the settlement minimums are met, and (b) funds will be deposited in your bank account within two business days following the settlement order. We reserve the right to charge you applicable wire fees, except when settling in U.S. Dollars to a bank located in the United States. You must provide us with written notice at least one (1) business day prior to closing your bank account. If you wish to continue to receive direct deposits, you must provide us with information for a substitute bank account. You are solely liable for all fees and costs associated with your bank account and for all overdrafts. You are also liable to us for any fees that we may incur based on your provision of inaccurate information or instructions. You authorize us to initiate electronic credits to your bank account at any time, as necessary to process your transactions. We will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, nor will we be liable or responsible for any errors in the account or address information that you have provided to us.

**5.3. Cryptocurrency Settlements.** If your settlement preference includes cryptocurrency, any supported cryptocurrency accepted by CoinGate on your behalf must be settled to a cryptocurrency wallet that you provide. Payments in any of the supported cryptocurrencies will be sent to your designated wallet address, generally by the end of the day following the relevant transaction (as determined in U.S. Eastern Standard or Daylight Time, as applicable) and provided that the settlement minimum is met. We are not liable for any losses incurred as a result of improperly reported or designated wallet addresses that you provide. You assume the volatility risk of the cryptocurrencies in which settlement occurs. If any of the supported cryptocurrencies are the chosen settlement medium, you assume the volatility risk associated with the specified cryptocurrency.

### **5.4. Limitation of Liability.**

5.4.1. You understand and agree that you are solely responsible for the accuracy of any and all information and instructions that you provide to us and for any and all actions that are carried out in reliance on such information and instructions.

5.4.2. By using the Service, you acknowledge and agree that transfers of cryptocurrency are final and cannot be reversed once they have been broadcast to the relevant network, even when in a pending state. Furthermore, you acknowledge and agree that it is your responsibility to verify all personal, banking and wallet information prior to using the Service, and that we shall bear no liability or responsibility in the event that any such information is incorrect.

5.4.3. You also acknowledge and agree that CoinGate will rely upon the personal, banking and wallet information you provide to us when opening and managing your Account. It is your responsibility to verify all such information, and we shall bear no liability or responsibility in the event you enter incorrect information.

## **6. FEES**

### **6.1. CoinGate Fees**

6.1.1. We charge you a processing fee for each transaction we process on your behalf. These fees are deducted from your Account ledger balances.

6.1.2. Coingate's processing fee is listed for each invoice in your Dashboard and in the API output. We reserve the right to change our processing fee. We will provide not less than thirty (30) days' advance notice of such a change, and your continued use of the Service following the period of advance notice of the fee change constitutes your acceptance of such change.

6.1.3. Our fees shall be in addition to any miner fees and network costs.

6.1.4. Current pricing information is provided on our website, [www.coingate.com/pricing](http://www.coingate.com/pricing).

## **7. REFUNDS**

7.1. You authorize us to process refund requests and issue refunds on your behalf from your Account. We reserve the right, without any explanation or reason, to not issue a refund.

7.2. In case of underpayment, your customer can request a refund provided that his/her/its order to you is not marked as "paid" within our System.

7.3. In case of overpayment, your customer can request only a refund of an overpaid amount.

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

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

7.6. We may charge fees and deduct other costs for processing refunds on your behalf as indicated on our Website.

7.7. Further terms of our refund policy may be indicated on our Website.

7.8. We reserve the right to decline refund requests submitted more than 90 days after the payment was made.

## **8. COMPLAINTS**

8.1. **Customer Complaints.** If we receive a complaint from a customer and it relates to you or the purchased goods/services, we will send it to you for resolution. We reserve the right to terminate Accounts that receive excessive complaints.

8.2. **Merchant Complaints.** Merchants wishing to register complaints about CoinGate or the Service may do so on our Website.

8.3. **Procedure.** Complaints shall be submitted (and will be responded to) in English. CoinGate has 30 days to respond to the claim. We commit to handling complaints fairly and promptly. If you want to submit a complaint, have to it do so by e-mail to [support@coingate.com](mailto:support@coingate.com) or by using our contact form provided on the Website under the menu item "Contact Us".

8.4. **Unresolved Complaints.** If we do not resolve a Merchant Complaint to your satisfaction, any subsequent dispute between you and us shall be governed by the Dispute Resolution provisions set forth in these General Terms, which include, without limitation, your requirement to submit any complaint giving rise to a dispute between you and CoinGate to CoinGate pursuant to this Section 8 of these General Terms.

## 9. **REGULATORY COMPLIANCE**

9.1. CoinGate is subject to, and complies with, important U.S. laws and regulations related to the Service, including, without limitation, the Bank Secrecy Act, the sanctions laws and regulations administered by the Office of Foreign Assets Control (OFAC) of the United States Department of the Treasury, the USA PATRIOT Act, and other anti-money laundering (AML) and antiterrorist financing (ATF) laws.

9.2. CoinGate is a money service business (MSB) registered with the Financial Crime Enforcement Network of the U.S. Department of the Treasury (FinCEN) and is a licensed money transmitter in the U.S. states where applicable law requires it to be licensed.

9.3. As required by applicable laws and regulations, CoinGate maintains a comprehensive AML/ATF/Sanctions compliance program which includes, without limitation, CoinGate's reporting of transactions to state and federal regulators in its own judgment and without notice to you.

9.4. We are required by law to collect certain information from Merchants to comply with anti-money laundering and anti-terrorist funding laws and regulations. Therefore, as part of establishing your Account, you will be asked to submit business-related information such as name, mailing address, physical address, phone number, email address, information relating to the ultimate beneficial owner(s) or the individual(s) having significant control over the business such as tax identification number and government-issued identification, legal name, fictitious name (i.e. DBA), company website, and bank account details to be used for settlement of the transactions made using the Service. You may be asked to submit additional information and/or documents to enable us to verify your identity and assess business risk, such as entity formation documentation, third-party verification such as recent bank statements or letter of good standing, compliance program documentation, and information regarding your customers and the nature of your expected transactions. Your submission and our receipt and acceptance of all requested documentation and other information is a condition precedent to our ability to provide the Service to you. By using the Service, you represent and warrant that all such documentation and other information is complete, truthful and genuine to the best of your recollection.

## 10. **REPRESENTATIONS AND WARRANTIES**

10.1. You represent and warrant that:

10.1.1. The individual accepting these terms on behalf of the Merchant is of the age of majority, and has all necessary power, capacity and authority to bind the Merchant hereto;

10.1.2. You have all necessary right, power, authority and ability to enter into and fulfil your obligations under these Terms and your use of the Service;

10.1.3. Your business entity is domiciled in the United States, and is duly organized and in good standing under the laws of the state of its formation, and is duly qualified and in good standing in each jurisdiction in which the conduct of its business requires it to so qualify;

10.1.4. Your use of the Service will not contravene any applicable international, federal, state or local laws or regulations, including tax laws and regulations;

10.1.5. You ensure that your use of the Service does and at all times will comply with all applicable anti-money laundering/anti-terrorist funding compliance laws and regulations, including, without limitation, all OFAC administered sanctions programs and any other sanctions programs that may apply to you based on the jurisdiction(s) in which you operate your business and serve your customers;

10.1.6. Your use of the Service will violate neither these Terms nor any other applicable terms of use; and

10.1.7. All information that you have provided to us, and may from time to time provide to us, is and shall continue to be true and complete, and shall be timely updated and corrected to maintain its status as true and complete.

## **11. NO INVESTMENT ADVICE**

11.1. You acknowledge and agree that:

11.1.1. No communication, written or oral, made by or received from us shall be deemed to be an assurance or guarantee as to the expected results of the Service;

11.1.2. No information provided to you by us shall be considered or construed as investment advice, and no amounts of cryptocurrency you receive from customers shall be attributable to any advice we provided; and

11.1.3. CoinGate is not acting as your fiduciary or advisor with respect to the Service.

## **12. DISCLAIMER OF WARRANTY**

WE PROVIDE THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE SERVICE WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT). WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICES (AND OUR WEBSITE): WILL OPERATE ERROR-FREE OR THAT DEFECTS OR ERRORS WILL BE CORRECTED; WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE, UNINTERRUPTED OR SECURE AT ANY PARTICULAR TIME OR LOCATION; ARE FREE FROM VIRUSES OR OTHER HARMFUL CONTENT.

## **13. Liability And Indemnity**

13.1. To the extent permitted by law, CoinGate 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.

13.2. 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.

13.3. 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.

13.4. We take no responsibility for and will not be liable for the acts or inaction of any third parties engaged by us for the provision of Services.

13.5. 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.

13.6. 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):

13.6.1. 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;

13.6.2. any "hard fork", "soft fork", or other change in the operating rules of an underlying Virtual Asset network;

13.6.3. any suspension of the Services permitted under these General Terms;

13.6.4. any other cause or condition beyond our reasonable control.

13.7. 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 and against any claims, liabilities, losses, expenses and judgments of any and every kind (including, without limitation, costs, expenses, and reasonable attorneys' fees) arising out of, relating to, or incurred in connection with any claim, complaint, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these General Terms; (b) your wrongful or improper use of the Service; (c) any data, information or material you submit or otherwise transmit through our Service; (d) any other party's access or use of the Services; or (e) your use of the Service. CoinGate reserves the right to assume the exclusive defense and control of any matter otherwise subject to defense by you.

## **14. GOVERNING LAW; DISPUTE RESOLUTION**

14.1. **Choice of Law.** The laws of the State of Florida govern this Agreement, and any principles of conflicts of law do not apply.

### **14.2. Disputes.**

14.2.1. Prior to commencing any legal action relating to CoinGate or the Service, you agree to submit any complaint giving rise to such legal action to CoinGate pursuant to Section 8 of these General Terms. You acknowledge and agree that your submission and ConGate's processing of your complaint are conditions precedent to your commencement of arbitration proceedings pursuant to this Section 14 of these General Terms.

14.2.2. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled solely and exclusively by binding arbitration in the State of Florida, administered by JAMS.

14.2.3. You acknowledge and agree that any dispute arising under this Agreement or with respect to the Service shall be submitted to mandatory binding arbitration. This Arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed and enforceable under the Federal Arbitration Act (the "FAA"). 9 U.S.C § 1 et seq. To the extent State law is applicable, the laws of Florida govern this agreement.

14.2.4. Claims subject to arbitration include, without limitation, disputes relating to the establishment, terms, treatment, operating, handling, limitations relating to this Agreement. Claims subject to arbitration include Claims based on any theory of law, any contract, statute, regulation, ordinance, tort (including fraud or any intentional tort), common law, constitutional provision, respondent superior, agency or other doctrine concerning liability for other persons, custom or course of dealing or any other legal or equitable ground (including any claim for injunctive or declaratory relief.). Claims subject to arbitration include Claims based on any allegations of fact, including an alleged fact, inaction, omission, suppression, representation, statement, obligation, duty, right, condition, status, or relationship pertaining to this Agreement.

14.2.5. The party filing arbitration must follow the rules and procedures set forth by JAMS for initiating pursuing arbitration. The initiating party must notify the other interested parties in writing. Any arbitration hearing will be held at a place chosen by the arbitrator, located in Florida.

14.2.6. A single arbitrator will resolve Claims. The arbitrator will either be a lawyer with at least ten years' experience or a former judge. The neutral arbitrator will be selected in accordance with the rules of JAMS. The Arbitrator will have the power to award a party any damages or other relief provided for under applicable law. The Arbitration will be conducted in accordance with the then prevailing JAMS Streamlined Arbitration Rules & Procedures, with the following exceptions to such rules if in conflict: (a) JAMS shall choose one arbitrator; (b) each Party to the arbitration will pay an equal share of the expenses and fees of the arbitrator, together with other costs of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any Party if written notice (pursuant to the JAMS' rules and regulations) of the proceedings has been given to such Party.

14.2.7. Each Party shall bear its own attorneys' fees and expenses. The Parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards given by the arbitrator shall be final and conclusive. All such controversies, claims, or disputes shall be settled in this manner in lieu of any action at law or equity.

14.2.8. IF FOR ANY REASON THIS ARBITRATION CLAUSE IS NOT APPLICABLE FOR ANY REASON THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY (i) IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES, AND (ii) SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS LOCATED IN MIAMI-DADE COUNTY, FLORIDA AND EACH PARTY AGREES NOT TO INSTITUTE ANY SUCH ACTION OR PROCEEDING IN ANY OTHER COURT IN ANY OTHER JURISDICTION.

14.2.9. Each party irrevocably and unconditionally waives any objection that it may have, now or hereafter, to the choice of venue of any action or proceeding arising out of or relating to this Agreement.

## 15. **CONFIDENTIALITY**

15.1. 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 ").

15.2. 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.

15.2.1. 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.

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

15.2.3. 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: was already known to the Receiving Party without an obligation of confidentiality at the time of disclosure hereunder; was generally available to the public at the time of its disclosure to the Receiving Party hereunder; 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 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.

15.2.4. 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.

15.2.5. 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.

## **16. INTELLECTUAL PROPERTY**

16.1. By providing the Service, Coingate will provide you with access to various documents, processes, software and other technologies and materials, to which Coingate 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"). All copyrights, trademarks, patents, trade secrets and other Intellectual Property Rights relating to the Service, 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 the Service under these General Terms.

## 17. **PRIVACY POLICY**

17.1. Our Privacy Policy, available at <https://coingate.com/privacy> and is incorporated by reference into these Terms.

17.2. If you have any questions, comments, or complaints regarding how we collect, use, and store your personal information, our data protection officers are ready to help you. If you need their help, you may contact them at any time at [dpo@coingate.com](mailto:dpo@coingate.com).

## 18. **MISCELLANEOUS**

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

18.2. **Updates to General Terms.** We may make changes to these Terms from time to time, and if we do, we will notify you by revising the date at the top of the Terms and, in some cases, we may provide you with additional notice. You should look at the Terms regularly. Unless otherwise noted, the amended Terms will be effective immediately, and your continued use of our Services will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services. The amendment of the General Terms shall come into force in 30 (thirty) calendar days upon their publication on our Website. 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. If you object by emailed notice to any proposed amendment in a timely manner, you shall have a right to terminate these General Terms by submitting an emailed notice of such termination. If you do not notify us of termination of these General Terms as specified in the terms, it would come into effect. 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.

18.3. **Taxes.** Any and all taxes associated with your use of the Service are your responsibility. We will not make any mandatory or elective withholdings on your behalf and you acknowledge and agree that you have not been provided any legal, tax, or financial advice by us.

18.4. **Enforceability.** No provisions of these General Terms shall be enforceable by any other person other than you and us. 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 individual agreements thereof, 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.

**18.5. Relationship of the Parties.** The Parties are independent contractors and nothing in the General Terms and/or individual agreements thereof 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.

**18.6. Force Majeure.** Neither party will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, non-performance of our vendors or suppliers, acts of God, pandemics, or other causes over which the respective party has no reasonable control; provided that the party has procedures reasonably suited to avoid the effects of such acts.

**18.7. 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.

**18.8. 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. 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.

**18.9. 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. 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 Business Days after the assignment.

**18.10. 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.