

## SPECIAL TERMS AND CONDITIONS FOR CRYPTO-ASSETS PAYMENT PROCESSING

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These Special Terms and Conditions for Crypto-Assets Payment Processing ("**Special Terms**") set out the terms and conditions under which UAB "Decentralized" ("**CoinGate**", "**We**") provides Crypto-Assets Payment Processing service to You.

### 1. GENERAL PROVISIONS

- 1.1. These Special Terms govern the matters that are specific to Crypto-Assets Payment Processing service. Any matters that are related to provision of Our Services, including Crypto-Assets Payment Processing service, to You but not expressly regulated by these Special Terms are governed by the General Terms and Conditions ("**General Terms**") (<https://coingate.com/legal-documents>) or any other exclusive agreements as agreed between You and Us.
- 1.2. These Special Terms are deemed as an extension of the General Terms, and do not negate or replace them. In case of discrepancies between these Special Terms and the General Terms, these Special Terms prevail.
- 1.3. By using Our Crypto-Assets Payment Processing service, You confirm that You have read and understood these Special Terms, agree to all provisions, and will comply with them.
- 1.4. Crypto-Assets Payment Processing service is available only for those Our Customers that are legal persons offering goods or services for Crypto-Assets. If You wish to use Our Crypto-Assets Payment Processing service, please contact us via [support@coingate.com](mailto:support@coingate.com)

### 2. DEFINITIONS

- 2.1. The following definitions apply in these Special Terms:

Crypto-Assets Payment Processing	means a service where CoinGate facilitates the acceptance and processing of transactions initiated by the Shopper paying to Customer with Crypto-Assets for goods or services, and ensures that Crypto-Assets (or exchanged amounts) are transferred to the Customer.
Refund	means a return of Crypto-Assets to the Shopper that previously paid to a Customer for goods or services via Our Crypto-Assets Payment Processing service.

- 2.2. All other definitions that are not defined in this Section are understood as they are defined in the General Terms.

### 3. DESCRIPTION OF CRYPTO-ASSETS PAYMENT PROCESSING SERVICE

- 3.1. Our Crypto-Assets Payment Processing service allows You to receive Crypto-Assets transfers from Your Shoppers for goods or services.
- 3.2. You can integrate Our Crypto-Assets Payment Processing using API, e-commerce plugins, or invoice-based links.
- 3.3. You can choose to receive Crypto-Assets directly, exchange them into other Crypto-Assets, or exchange them into Funds. Settlement preferences may be changed at Your CoinGate Account.

### 4. CRYPTO-ASSETS PAYMENT PROCESSING PROCESS

- 4.1. When on Your website Shopper expresses his will to settle with You in Crypto-Assets and You create a payment request (i. e., invoice) in Your CoinGate Account indicating the amount You want to receive, the Shopper will be redirected to Our hosted payment page to complete the Transaction.
- 4.2. On Our hosted payment page Shopper needs to provide the necessary details upon which We will provide the Shopper with instructions for making the Transaction to You, including the payable amount, destination wallet address, applicable exchange rate, and invoice validity period (late payment consequences are described in Clause 6.2.3). Instructions for making the Transaction may include several execution options, including through Our partners. If the Shopper chooses to make the Transaction through Our partner, We are not responsible or liable for any delays or other issues related to the execution of a Transaction through Our partner.
- 4.3. If You have chosen automatic exchange of received Crypto-Assets, the Crypto-Assets received from the Shopper will be immediately exchanged at the agreed exchange rate (Clause 5.2) before settlement with You.

- 4.4. The Transaction is considered as successfully completed where Shopper's payment in Crypto-Assets (or exchanged amount, as applicable) is fully credited to Your CoinGate Account.
- 4.5. If the Transaction cannot be considered as successfully completed, i. e., Shopper's payment cannot be credited to Your CoinGate Account in part or in full, a Refund may be possible as per Section 6 below.
- 4.6. The current status of each Transaction is displayed in Your CoinGate Account.
- 4.7. Once Crypto-Assets or Funds are credited to Your CoinGate Account, You can withdraw them as per procedure described in the General Terms.
- 4.8. We may decline to carry out Crypto-Assets Payment Processing when the Shopper does not initiate Crypto-Asset transfer as per Our instructions or within the timeframe indicated by Us. We may also delay, suspend, or cancel Transactions if we reasonably believe that they violate these Special Terms or the General Terms or there are other circumstances that may infringe Our, Our other Customers or the public's legitimate interests.

## **5. FEES AND EXCHANGE RATES**

- 5.1. You must pay the Fees for Our Services, including Crypto-Assets Payment Processing, as described in the General Terms.
- 5.2. Exchange rate applicable in Crypto-Assets Payment Processing service is determined as follows:
  - 5.2.1. On Your CoinGate Account You indicate Your settlement preferences and this way You provide Us with an explicit instruction to exchange any Crypto-Assets incoming from Shoppers;
  - 5.2.2. Once Shopper confirms the Crypto-Asset he intends to pay to You, We will generate a firm exchange rate quote, valid for 20 minutes, and immediately communicate it to You via Your CoinGate Account or API, or both, as applicable;
  - 5.2.3. Before or upon receiving the firm exchange rate quote, You retain the right to cancel the corresponding payment request. This cancellation can be performed manually (via Your CoinGate Account) or automatically (via API integration).
  - 5.2.4. If You do not cancel the corresponding payment request and continue with its execution, after receiving the firm exchange rate quote and having had the opportunity to cancel it, You confirm the firm exchange rate quote and it becomes binding to You.
  - 5.2.5. Once We receive Shopper's Crypto-Assets, We will immediately exchange them as per the agreed firm exchange rate referred to above, and credit the exchanged amount into Your CoinGate Account.
- 5.3. Although exchange rate applicable in Crypto-Assets Payment Processing service is firm, as described in Clause 5.2, We do not assume the volatility risk of Your settlement Crypto-Assets or Funds, i. e., We do not guarantee the future value of Crypto-Assets or Funds You have chosen to receive in Your CoinGate Account.

## **6. REFUNDS**

- 6.1. If Shopper's payment is successfully completed (i. e., fully credited to Your CoinGate Account), We do not accept Shopper's Refund request and the Shopper must address his Refund request directly to You under Your Refund policy. If Shopper's payment is successfully completed (i. e., fully credited to Your CoinGate Account), You may request Us to issue a Refund within 90 calendar days of crediting Your CoinGate Account. After 90 calendar days We will not accept Your request for a Refund and from that moment You will be fully responsible for returning any amounts to Shoppers.
- 6.2. If Shopper's payment is not successfully completed (i. e., cannot be credited to Your CoinGate Account in part or in full), We may issue a Refund in the following cases:
  - 6.2.1. Overpayment – Shopper has sent more than required. We will credit Your CoinGate Account with the required amount while the excess may be refunded;
  - 6.2.2. Underpayment – Shopper has sent less than required. As a general rule, We will not credit Your CoinGate Account with any amount and the full amount may be refunded. However, upon Your advance request, We may in Our sole discretion agree to adjust issued invoice to reflect received underpaid amount and credit it to Your CoinGate Account. It will be at Your discretion whether to issue a new invoice for the remainder of the original invoice;
  - 6.2.3. Late payment or payment without reference – Shopper has made payment after the invoice expired or without indicating the invoice for which the payment is being made. We will not credit Your CoinGate Account with any amount and the full amount may be refunded.
- 6.3. All requests for Refunds made to Us will be examined and We retain the unilateral right to decide whether to issue a Refund.
- 6.4. A Refund may not be issued due to various reasons, for example:

- 6.4.1. Shopper has transferred an unsupported Crypto-Asset, used an unsupported blockchain network, or failed to include the required payment details;
- 6.4.2. Shopper's payment is suspended for compliance, legal or other reasons, and Shopper fails to provide Us with the information requested for compliance purposes;
- 6.4.3. Shopper's payment was sent from or had links with sanctioned jurisdictions, entities, wallets, or illegal activities.
- 6.5. We may not issue a Refund without any explanation or reason.
- 6.6. We may directly contact the Shopper to provide the information and data necessary for a Refund.
- 6.7. If We decide to issue a Refund, You authorize Us to issue a Refund on Your behalf.
- 6.8. If a Refund requires an exchange service, it is being provided as per the General Terms.
- 6.9. We reserve the right to establish the 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 a Refund.
- 6.10. We may charge You and/or Shopper Fees and deduct other costs for processing Refunds on Your behalf. More information on applicable Fees and other costs can be found on Our Website <https://coingate.com/pricing> as well as in the General Terms.
- 6.11. If Shopper's payment is not successfully completed (i. e., cannot be credited to Your CoinGate Account in part or in full) and neither You nor the relevant Shopper contacts Us for a Refund within 6 months of receiving Shopper's payment, or either You or the relevant Shopper fails to provide Us with sufficient proof of ownership into received Crypto-Assets, it will be deemed that both You and the relevant Shopper forfeit any rights to such received Crypto-Assets.
- 6.12. Further terms and conditions of Our Refund policy may be indicated on Our Website (<https://coingate.com/policy/disclaimer-for-purchasers> and elsewhere).

## **7. COMPLIANCE WITH AML/CTF, INTERNATIONAL SANCTIONS, TRANSFER OF FUNDS REGULATION**

- 7.1. To comply with AML/CTF requirements, international sanctions, Transfer of Funds Regulation (Regulation (EU) 2023/1113) and other applicable laws we must collect certain information and data about the Shoppers. This includes, but is not limited to, that We may directly contact the Shoppers to provide the necessary information and data. Any personal data will be processed in accordance with Our Privacy Policy. Failure to submit required information and data or provision of incorrect or incomplete information and data, or failure to comply with Our other instructions will result in our Services being unavailable to the relevant Shopper.
- 7.2. We shall have the right to verify the information provided by Shoppers using reliable and independent sources of information and other lawful methods.
- 7.3. We shall perform monitoring of all Transactions and in the case of a suspicious and/or unusual operation or Transaction, We shall have the right to suspend it for a certain period of time or reject it. In that case, We shall not be liable to You or Shopper for any default on any contractual obligations and/or for any damages or losses sustained by You or Shopper.
- 7.4. We do not accept payments from unsupported countries, or violating international sanctions, or associated with the sanctioned goods, services, individuals, entities, governments, jurisdictions, or otherwise violating AML/CTF requirements, Transfer of Funds Regulation (Regulation (EU) 2023/1113), other applicable laws, or these Special Terms or the General Terms.
- 7.5. 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.
- 7.6. Further provisions on Our AML/CFT and international sanctions approach are provided in the General Terms and AML/CFT Policy.

## **8. FINAL PROVISIONS**

- 8.1. You undertake to integrate on Your website and/or elsewhere where You sell goods and/or services a standard disclaimer for Shoppers (available here: <https://coingate.com/policy/disclaimer-for-purchasers>) in a non-modified form and make sure that Your Shoppers expressly confirm their acquaintance with said disclaimer prior to making any payment to You via Our Crypto-Assets Payment Processing service.
- 8.2. In relation to payments in Crypto-Assets made by Your Shopper to You, any legal relations are between You and Your Shopper making a payment. We are not a party to relations between You and Your Shopper making a payment. We do not accept any queries, letters, requests and/or complaints as well as liability for the quality, legality, safety, delivery or any other aspect regarding You, Your services, products, activities

and/or a payment, or a purchase related to relation between You and Your Shopper. Any disputes between You and Your Shopper shall be resolved exclusively between You and Your Shopper.

- 8.3. By using Our Crypto-Assets Payment Processing service You authorize Us to receive and process Your Crypto-Assets, if applicable, exchange them, as well as deduct the applicable Fees and other costs on Your behalf, and to take any and all actions that We find necessary or desirable to provide Our Crypto-Assets Payment Processing service or other Services to You and to comply with any applicable laws, these Special Terms and the General Terms.
- 8.4. Payments by Your Shoppers to Us will be considered the same as payments made directly to You. We collect Crypto-Assets exclusively for You and on Your behalf. You remain the owner of Crypto-Assets that We hold for You and on Your behalf.
- 8.5. You assume full responsibility and liability for informing Your Shopper that You have received his payment before We credit Your CoinGate Account. In other words, if You inform Your Shopper that You have received his payment before We credit Your CoinGate Account, We are not obliged to complete the Transaction and credit Your CoinGate Account if there are circumstances allowing us to delay, suspend or cancel such Transaction under these Special Terms, the General Terms or applicable laws.
- 8.6. If We are conducting an investigation or resolving any dispute regarding amounts collected on Your behalf, or if required by law or competent authority, We may delay the crediting of Your CoinGate Account or restrict access to Our Services. We are not liable for such delayed crediting or restricted access.
- 8.7. The current version of these Special Terms is always available on Our website. Save or print a copy for Your records.
- 8.8. These Special Terms are valid until terminated as per procedure set out in the General Terms.