SPECIAL TERMS AND CONDITIONS OF CRYPTO-ASSETS PAYOUTS

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PREVIOUS VERSION OF GENERAL TERMS AND CONDITIONS (VALID UNTIL JANUARY 1, 2026):

https://coingate.com/policy/merchant-tc-outgoing-payments

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

1. GENERAL PROVISIONS

- 1.1. These Special Terms govern the matters that are specific to Crypto-Assets Payouts service. Any matters that are related to provision of Our Services, including Crypto-Assets Payouts service, to You but not expressly regulated by these Special Terms are governed by the General Terms and Conditions ("General Terms") (available on Our Website 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 Payouts 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 Payouts service is available only for those Our Customers that are legal persons.

2. **DEFINITIONS**

- 2.1. For the purpose of these Special Terms, a Crypto-Asset Payout means a transfer, on Your behalf, of Crypto-Assets from Your CoinGate Account to a third party blockchain address.
- 2.2. All other definitions that are not defined in this Section are understood as they are defined in the General Terms.

3. CRYPTO-ASSET PAYOUT

- 3.1. Our Crypto-Assets Payouts service allows You to transfer Crypto-Assets from Your CoinGate Account to third parties.
- 3.2. Crypto-Assets Payouts service is accessible via CoinGate Account.
- 3.3. Within Your CoinGate Account You can request a Crypto-Asset Payout by providing the following details:
 - 3.3.1. the amount and currency for the Crypto-Asset Payout;
 - 3.3.2. the purpose of Crypto-Asset Payout;
 - 3.3.3. beneficiary details, including, but not limited to:
 - 3.3.3.1. full name, residential address, and email address;
 - 3.3.3.2. Crypto-Asset wallet address and blockchain network;
 - 3.3.3.3. any additional details We may request from You.
- 3.4. You are responsible that all details provided in Your Crypto-Asset Payout request are accurate and complete.
- 3.5. By requesting a Crypto-Asset Payout, You are providing Us with an instruction to transfer Your Crypto-Assets and authorizing Us to process it in line with these Special Terms, the General Terms and the applicable laws.
- 3.6. Once You provide Us with a request for a Crypto-Asset Payout, it may be irrevocable. To attempt to cancel a provided request for a Crypto-Asset Payout, email a written request to support@coingate.com. We will make reasonable efforts but cannot guarantee cancellation. We will inform You of the result. If cancellation succeeds, Fees paid for initiating a Crypto-Asset Payout may not be refunded.
- 3.7. Every Crypto-Asset Payout request is assigned a unique transaction number, which can be located in the CoinGate System. You must reference this transaction number when contacting Us regarding a specific Crypto-Asset Payout.

- 3.8. We may decline to process Your Crypto-Asset Payout if at least one of the following circumstances applies:
 - 3.8.1. the details provided in Your Crypto-Asset Payout are incomplete or incorrect, or contain inadmissible characters or inputs;
 - 3.8.2. the beneficiary does not pass Our compliance checks (We have a right to contact beneficiary for additional information);
 - 3.8.3. Your CoinGate Account lacks sufficient amount of Crypto-Assets;
 - 3.8.4. Your Crypto-Asset Payout exceeds any applicable Transaction limits;
 - 3.8.5. We have reasonable grounds to suspect that Crypto-Asset Payout is unauthorized, fraudulent, or there has been a security breach;
 - 3.8.6. the Crypto-Asset Payout is unlawful or suspected to be unlawful;
 - 3.8.7. there are other circumstances when We can suspend, restrict or cancel Transactions under the General Terms or We reasonably believe that Your Crypto-Asset Payout may infringe Our, Our other Customers or the public's legitimate interests.
- 3.9. Considering Clause 3.8, We will inform You and, where possible, provide reasons for the refusal along with instructions to correct any errors. We may charge Fees to cover reasonable costs for this process. However, We are not required to notify You if We determine that doing so might be unlawful.
- 3.10. The time required for transferred Crypto-Assets to become available to the beneficiary depends on various circumstances beyond Our control We do not guarantee when the transferred Crypto-Assets become available to the beneficiary.
- 3.11. If the Crypto-Assets (or Funds) in Your CoinGate Account are different from those Crypto-Assets that You want to transfer, You authorize Us to exchange original Crypto-Assets (or Funds) as per the General Terms.
- 3.12. If a Crypto-Asset Payout is unsuccessful, incomplete, or refunded and the Crypto-Assets are returned to Us, You authorize Us to credit those Crypto-Assets back to Your CoinGate Account. In such cases, the amount credited to Your CoinGate Account may be different than the original Crypto-Asset Payout amount due to blockchain network fees or fees charged by third-party providers, and You agree to cover any such fees.
- 3.13. If the Crypto-Assets (or Funds) were exchanged prior to the Crypto-Asset Payout, as referred to in Clause 3.11, and the Crypto-Assets are returned, as referred to in Clause 3.12, We will credit Your CoinGate Account with the type of Crypto-Assets that was returned, without exchanging them into the original type of Crypto-Assets.
- 3.14. You acknowledge that successful execution of Crypto-Asset Payout may be subject to the beneficiary's consent to accept Crypto-Assets. We are not liable for any Crypto-Asset Payouts that fail due to a lack of beneficiary consent or any other beneficiary-related issue.

4. COMPLIANCE WITH AML/CTF, INTERNATIONAL SANCTIONS, TRANSFER OF FUNDS REGULATION

- 4.1. 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 You and the beneficiary. 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 You.
- 4.2. We shall have the right to verify the provided information using reliable and independent sources of information and other lawful methods.
- 4.3. We shall perform monitoring of all Crypto-Asset Payouts 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 beneficiary for any default on any contractual obligations and/or for any damages or losses sustained by You or beneficiary.
- 4.4. We do not execute Crypto-Asset Payouts to 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.

- 4.5. 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.
- 4.6. Further provisions on Our AML/CFT and international sanctions approach are provided in the General Terms and AML/CFT Policy.

5. FINAL PROVISIONS

- 5.1. You must pay the Fees for Our Services, including Crypto-Assets Payouts service, as described in the General Terms.
- 5.2. The current list of supported Crypto-Assets, and the supported networks for transferring each one, is available at: https://coinGate.com/supported-currencies.
- 5.3. The current version of these Special Terms is always available on Our website. Save or print a copy for Your records.
- 5.4. These Special Terms are valid until terminated as per procedure set out in the General Terms.