

GENERAL TERMS AND CONDITIONS

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

1. [Merchant Terms and Conditions](#)
2. [Purchaser Terms and Conditions](#)
3. [Trader Terms and Conditions](#)

These General Terms and Conditions (“**General Terms**”) set out the terms and conditions under which UAB “Decentralized” (“**CoinGate**”, “**We**”) provides crypto-asset services to You.

If You use crypto-asset processing and/or payouts services, the Special Terms for Crypto-Asset Payment Processing and/or the Special Terms for Crypto-Asset Payouts apply (both special terms may be found on Our Website <https://coingate.com/legal-documents>). If these General Terms conflict with those Special Terms, the Special Terms prevail.

1. CONTRACT FORMATION AND ACCEPTANCE

- 1.1. By registering to open the CoinGate Account and accepting these General Terms, You enter into a binding agreement with CoinGate. These General Terms govern Your use of CoinGate crypto-asset services, set out Your responsibilities and Ours, explain how these General Terms may be changed or terminated, describe what to do if there is a problem, and provide other key information.
- 1.2. Read these General Terms together with the documents they reference. Those documents form part of these General Terms (all these documents are available on Our website <https://coingate.com/legal-documents>):
 - 1.2.1. AML/CFT Policy;
 - 1.2.2. Risks Disclaimer;
 - 1.2.3. Commercial Policy (Summary);
 - 1.2.4. Complaints Handling Procedure (Summary);
 - 1.2.5. Conflict of Interest Management Policy (Summary);
 - 1.2.6. Segregation of Client-Crypto Assets and Funds Policy (Summary);
 - 1.2.7. Crypto Custody Policy (Summary);
 - 1.2.8. Fee Schedule;
 - 1.2.9. Privacy Policy;
 - 1.2.10. If You use crypto-asset payment processing service: Special Terms for Crypto-Assets Payment Processing;
 - 1.2.11. If You use crypto-asset payouts service: Special Terms for Crypto-Assets Payouts.
- 1.3. By registering for a CoinGate Account and accepting these General Terms, you confirm that you have read and understood them, agree to all provisions, and will comply with them.
- 1.4. The current version of these General Terms is always available on Our website. Save or print a copy for Your records.
- 1.5. These General Terms remain in force until terminated as set out in these General Terms.

2. DEFINITIONS AND INTERPRETATION

2.1. The following definitions apply in these General Terms:

Business Day	means any day that is not: (i) Saturday or Sunday; (ii) a public holiday in Lithuania; or (iii) a day when banks in Lithuania are closed by law or government order.
Customer or You	means any natural or legal person that has opened the CoinGate Account.

CoinGate or We	means UAB “Decentralized”, legal entity code 303423510, registered at A. Goštauto str. 8-331, LT-01108, Vilnius, Lithuania. It is established under Lithuanian law and operates the CoinGate System and Website.
CoinGate Account	means Your user interface in the CoinGate System for using CoinGate services. You access it on the CoinGate Account with Your login credentials. The CoinGate Account is considered open only after CoinGate completes all required compliance checks and confirms that it is open.
CoinGate System	means the software and user interfaces that CoinGate owns and operates, available on the Website and/or otherwise, used to provide the CoinGate services.
Crypto-Asset	means a digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology. The definition of Crypto-Asset includes electronic money token – a type of Crypto-Asset that purports to maintain a stable value by referencing the value of one official currency.
AML/CTF	means anti-money laundering and counter-terrorism financing.
Dormant Account	means the status described in Clause 23.1 of these General Terms.
Representative	means either: (i) the Customer’s statutory representative; or (ii) any other individual the Customer has notified to CoinGate as authorised to act fully on the Customer’s behalf in dealings with CoinGate and when using the Customer’s CoinGate Account.
Fees	means the charges We apply for using CoinGate Services, as listed at: https://coingate.com/pricing
Funds	means scriptural money.
General Terms	means these General Terms and Conditions together with the documents listed in Clause 1.2; all form one contract. If we later enter into other agreements with You about the Services, those subsequent agreements become part of these General Terms, unless they state otherwise.

Transaction	means any transfer of Funds or Crypto-Assets initiated by the Customer or being received by the Customer. It does not include CoinGate's internal operations with Funds or Crypto-Assets.
Services	means the CoinGate services described in Clause 3.1 of the General Terms.
Shopper	means Customer's customer which uses CoinGate's crypto-asset payment processing to pay the Customer in Crypto-Assets for the Customer's goods or services.
Supported Blockchain	means any blockchain that CoinGate supports. The list of Supported Blockchain can be found at: https://coingate.com/supported-currencies .
Website	means the CoinGate website at https://coingate.com and all its sub-domains, except https://coingate.com/gift-cards .

2.2. Terms not defined here have the meanings given in Regulation (EU) 2023/1114 and its secondary legislation.

2.3. Headings are for convenience only and do not affect the meaning or interpretation of these General Terms.

3. SERVICES OVERVIEW

3.1. When Your CoinGate Account is open, You can:

- 3.1.1. Deposit Crypto-Assets to Your CoinGate Account;
- 3.1.2. Deposit Funds for exchange into Crypto-Assets;
- 3.1.3. Use custody and administration of Crypto-Assets;
- 3.1.4. Exchange Crypto-Assets for other Crypto-Assets (crypto-to-crypto);
- 3.1.5. Exchange Crypto-Assets and Funds (crypto-to-fiat and fiat-to-crypto exchange);
- 3.1.6. Withdraw Crypto-Assets to an external wallet or Funds to a bank account.

3.2. The current list of supported Crypto-Assets, and the supported networks for transferring each one, is available at: <https://CoinGate.com/supported-currencies>.

3.3. We may set limits on Transactions. You will see these limits as You use the Services. We may review and change them from time to time or at Your request.

3.4. If We detect unauthorized or suspicious activity, We may delay, suspend, or cancel Transactions without notice.

3.5. Crypto-Assets and Funds in Your CoinGate Account are not deposits. We do not pay interest or provide any other benefits typical of deposits, regardless of how long Crypto-Assets and Funds are held. We do not provide deposit insurance on Crypto-Assets and Funds.

3.6. You may request two optional services: (i) Crypto-Asset payment processing; (ii) Crypto-Asset payouts. Each is governed by separate Special Terms available via the following link: <https://coingate.com/legal-documents>. Those terms set the service description, eligibility, and related requirements. For details, see the Special Terms or email support@coingate.com.

4. ELIGIBILITY

4.1. You may use the Services only if all of the following are true:

- 4.1.1. You are a legal entity or a natural person with full legal capacity to (i) enter into these Terms, (ii) use the Services, and (iii) fulfil your obligations.

- 4.1.2. If You are a natural person acting on Your own behalf, You are at least 18 years old or the age of majority in Your jurisdiction, whichever is higher.
- 4.1.3. If You act for a legal entity, You are duly authorised to represent it and enter into legally binding agreements with CoinGate, and the entity itself is duly registered, active, and not insolvent, bankrupt, or in dissolution.
- 4.1.4. You do not act for another party unless the representation is duly authorised, clearly disclosed, and the represented party also meets these eligibility requirements.
- 4.1.5. You are not located, incorporated, established, resident, or operating in (i) any jurisdiction where Your access or use would be unlawful or cause Us or others to violate law; or (ii) any country outside our Supported Countries list (<https://coingate.com/supported-countries>).
- 4.1.6. You are not subject to Lithuanian or international sanctions (EU, UN, OFAC, OFSI) and are not owned or controlled by sanctioned persons or entities.
- 4.1.7. You provide accurate and complete information and documents We request to verify Your identity.
- 4.1.8. We are satisfied with identity, fraud, background, and AML/CFT checks at onboarding and at any time during the relationship.
- 4.1.9. You acknowledge and accept the risks of Crypto-Assets described in the Risk Disclaimer (available on Our website <https://coingate.com/legal-documents>).
- 4.1.10. We have not previously terminated Our relationship with You for breach of these General Terms or suspicious activity.
- 4.1.11. You do not use the CoinGate System for unlawful, malicious, or disruptive purposes, or in a way that harms Our reputation or threatens Us.
- 4.1.12. You at all times comply with these General Terms and all laws and regulations applicable to Your use of Our Services.
- 4.2. You agree to promptly notify Us of any change to Your eligibility or other information You provided.

5. CUSTOMER OBLIGATIONS

- 5.1. You must:
 - 5.1.1. Act in good faith, follow these General Terms, and perform Your obligations on time and in full.
 - 5.1.2. Provide Us with information, documents, and data that are accurate, current, not misleading, and free of malware or anything that could disrupt the CoinGate System or related apps.
 - 5.1.3. Notify Us immediately (no later than the same Business Day or the next Business Day if it is a non-Business Day) if the CoinGate System malfunctions in relation to Your use of the Services, or if Your login credentials or the device You use to access Your CoinGate Account are lost, stolen, used without authorisation, or are otherwise compromised, or if you believe your CoinGate Account was used fraudulently.
 - 5.1.4. Report any suspected breach of these Terms promptly, and in any case by the end of the same Business Day (or the next Business Day if it is a non-Business Day), and stop using the Services until We provide further instructions.
 - 5.1.5. Take reasonable steps to prevent unauthorised disclosure or use of Your CoinGate Account data.
 - 5.1.6. Cooperate with any investigation related to your CoinGate Account, activity, or Transactions and provide all information and documents We request.
 - 5.1.7. Comply at all times with all laws and regulations applicable to Your use of Our Services.

6. REPRESENTATIONS AND WARRANTIES

- 6.1. By accepting these General Terms, You represent and warrant that:
 - 6.1.1. You meet the eligibility criteria outlined in Section 4.
 - 6.1.2. You have read, understood, and agree to be bound by these General Terms.
 - 6.1.3. Any actions and/or Transactions carried out via your CoinGate Account in the CoinGate System, Your use of the Services, and Your performance under these Terms are valid and have the same legal effect as a paper document signed by You; if you act for a legal entity, as a document signed by You and, where applicable, stamped by that entity.

- 6.1.4. You have sufficient knowledge of Crypto-Assets to use the Services and the CoinGate System, and You alone determine their nature, potential value, suitability, risks, and appropriateness.
- 6.1.5. You are responsible for complying with all local laws, rules, and restrictions concerning Your use of Our Services in your place of residence or establishment before using the Services.
- 6.1.6. Your use of the Services does not violate any applicable laws or regulations in any relevant jurisdiction.
- 6.1.7. Your use of the Services complies, and will continue to comply, with AML/CFT and sanctions laws and regulations applicable to You based on where you reside, operate, or serve customers.
- 6.1.8. All information You provide to CoinGate is true and complete, and You will promptly update it to keep it true and complete.
- 6.2. The statements above are true on the date you accept these General Terms and remain true until You stop using the Services.
- 6.3. Your promises and assurances are personal to You, and We will rely on them when providing the Services.
- 6.4. To the extent permitted by law, We do not warrant the reliability, availability, accuracy, or completeness of information in the CoinGate System. All information is provided “as is,” without any express or implied warranty.
- 6.5. We do not warrant that the CoinGate System will meet your requirements or operate without interruption or error.

7. ACCOUNT REGISTRATION AND VERIFICATION

- 7.1. To access the CoinGate System, You must first register on Our Website. During the registration process, You will be required to provide Your email address and create a long-term password.
- 7.2. Once logged in to the CoinGate System, you will be able to apply for a CoinGate Account by providing all information and documents required for Our compliance verification process. Login requires Your email and long-term password. You may enable two-factor authentication using a one-time password from supported apps. Enable or disable two-factor authentication in your CoinGate Account settings. If You lose access to Your one-time password while two-factor authentication is enabled, notify Us immediately. After successful identity verification, We may reset your two-factor authentication. You remain responsible for any consequences from losing access to your two-factor authentication device or codes.
- 7.3. We may monitor logins, locations, devices, and usage for security. We may suspend access or require extra verification if We detect suspicious activity.
- 7.4. A Customer can only have one CoinGate Account. Any additional CoinGate Accounts for group companies or holding companies must be opened separately. Shared CoinGate Accounts covering multiple Customers, or multiple CoinGate Accounts for a single Customer are strictly prohibited, and may result in account suspension or closure.
- 7.5. Only the registered Customer may use the CoinGate Account. You may not sell, lease, assign, or transfer the CoinGate Account or its credentials without Our prior written consent. We assign Your risk level at Our reasonable discretion and accept only Customers within Our risk appetite. For identity, document, or fraud checks, We may use automated tools and third-party providers. You consent to this processing.
- 7.6. We may ask you to re-confirm or update information at any time, including periodic reviews or transaction monitoring under AML/CFT laws. You must comply within the timeframe We specify.
- 7.7. Registration information must be accurate and complete. You must notify us of changes within 10 Business Days. We may reject registration, close Your Account, or restrict Services if You fail to provide and maintain accurate, complete, and satisfactory information.
- 7.8. We may require originals and/or notarised or otherwise certified copies. Documents from abroad may need English translation and/or legalisation and/or an Apostille, unless an applicable treaty provides otherwise. You bear all related costs.
- 7.9. You are fully responsible for the accuracy of all data, instructions, and documents You submit.
- 7.10. If Your documents do not meet legal or Our requirements, or We reasonably doubt their authenticity or accuracy, We may suspend or restrict Services and/or require additional documents.

- 7.11. We will review Your application for a CoinGate Account. If Your application passes Our assessment, We will open a CoinGate Account for You; otherwise, We will deny Your access to Our Services.
- 7.12. We will notify You by email and/or through the CoinGate System about the assessment result, including whether registration is successful or additional documents are required.
- 7.13. We may refuse to open a CoinGate Account without stating reasons. Any refusal is based on significant grounds that We are not obliged or permitted to disclose.

8. REPRESENTATIVES AND DELEGATED ACCESS

- 8.1. The CoinGate System lets You designate Your Representative(s) as well as suspend or revoke such Representatives at any time.
- 8.2. Before granting a Representative access, and depending on the permissions You assign, We may require their identification, verification, documents, and AML/CFT and other compliance checks. If they refuse or fail these checks, We may deny or remove their Representative status.
- 8.3. Representatives must keep Account credentials secure and notify Us immediately if credentials are lost, stolen, misappropriated, or used without authorisation.
- 8.4. We may rely on any instruction, notice, or communication (oral or written) that We reasonably believe comes from a Representative, and You are bound by it. We have no duty to make further inquiries into a Representative's identity or authority.
- 8.5. No one other than an authorised Representative may access Your CoinGate Account.

9. AML/CTF COMPLIANCE

- 9.1. We comply with AML/CTF laws. We collect and retain documents, information, and data to verify Your identity and, if applicable, the identity of the entity You represent.
- 9.2. You must provide all required information and documents for identification and risk assessment. We may take any lawful measures needed. If You fail to provide accurate and complete information, the Services will be unavailable to You.
- 9.3. At any time We may request additional documents and information, including details on ultimate beneficial owners and the source of funds and wealth.
- 9.4. We assign Your risk level at Our reasonable discretion and accept only Customers within Our risk appetite.
- 9.5. We may ask You to re-confirm or update information at any time. You must comply within the timeframe We specify.
- 9.6. We may verify Your information using reliable, independent sources and other lawful methods.
- 9.7. For identity, document, or fraud checks, We may use automated tools and third-party providers. You consent to this processing.
- 9.8. We monitor Your Transactions. If We detect suspicious or unusual activity, We may restrict Your access to the Services and/or suspend Transactions, including withdrawals. We are not liable for any losses caused by these actions.
- 9.9. We have a legal duty to report suspicious activity to the relevant authorities and to meet other reporting obligations. We are not liable for fulfilling these duties.
- 9.10. We may conduct due diligence through third-party providers. If You or Your representative fail to cooperate or to provide requested information, We may terminate the relationship or restrict access to the Services.

10. SECURITY MEASURES AND INCIDENTS

- 10.1. We maintain robust security measures to protect Our Services and Your data. Such measures include, but are not limited to:
 - 10.1.1. Multi-factor authentication.
 - 10.1.2. Regular security and vulnerability assessments.
 - 10.1.3. Cryptographic key lifecycle management.
 - 10.1.4. Encrypted automated backups.
 - 10.1.5. Full segregation of Customer assets from CoinGate assets.
 - 10.1.6. Cybersecurity protections.

- 10.1.7. Emergency protocols for operational disruption.
- 10.2. Login to Your CoinGate Account requires Your email and long-term password. You may enable two-factor authentication using a one-time password from supported apps. Enable or disable two-factor authentication in your CoinGate Account settings. If You lose access to Your one-time password while two-factor authentication is enabled, notify Us immediately. After successful identity verification, We may reset your two-factor authentication. You remain responsible for any consequences from losing access to your two-factor authentication device or codes.
- 10.3. We may monitor logins, locations, devices, and usage for security. We may suspend access or require extra verification if We detect suspicious activity.
- 10.4. You are solely responsible for Your CoinGate Account credentials (long-term and one-time passwords). Keep them confidential and do not share them.
- 10.5. Notify Us immediately at support@coingate.com or via Your CoinGate Account if You detect any unauthorised or incorrect Transactions, unauthorised CoinGate Account use, or any other security incident.
- 10.6. We may block or suspend the System if We have reasonable grounds related to security or suspected unauthorised or fraudulent use. We are not liable for losses from such blocking and will not pay penalties.
- 10.7. If We suspect fraud or security threats, We will restrict access and notify You by email and/or via Your Account. We will never ask for passwords, private keys, or authentication codes. Treat any such request as fraudulent and report it to support@coingate.com.
- 10.8. We may require You to change your long-term password at any time by email notice.

11. PROHIBITED USE

- 11.1. You must not use the Services or the CoinGate System for any activity that violates law, creates compliance risk for us, or breaches our policies. Prohibited uses include:
 - 11.1.1. Engaging in or facilitating criminal or unlawful activity (e.g., introducing viruses, trojans, worms, ransomware, or other harmful code).
 - 11.1.2. Controlling or using a CoinGate Account that is not Yours, except as allowed in Section 8.
 - 11.1.3. Letting anyone else access or use Your account or the CoinGate System, except as allowed in Section 8.
 - 11.1.4. Transacting with, or for, any person, entity, or jurisdiction subject to sanctions by Lithuania, the EU, the UN, OFAC (U.S.), OFSI (UK), or any other sanctions regimes applicable by law in Lithuania and the EU.
 - 11.1.5. Trying to circumvent sanctions, compliance controls, or geographic restrictions.
 - 11.1.6. Abusing, exploiting, or bypassing any usage limits We set.
 - 11.1.7. Using the Services in a way that may harm Our reputation, regulator or partner relationships, or Our ability to operate.
 - 11.1.8. Engaging in activity that violates public order, good morals, human rights, gender equality, transparency, environmental sustainability, or other ethical standards.
 - 11.1.9. Any other activity not listed above that, in Our reasonable opinion, creates legal, compliance, reputational, or operational risk.
- 11.2. We may refuse access to the Services or terminate Our relationship without prior notice if We reasonably suspect a breach of this Section.
- 11.3. We may refuse access or terminate without prior notice if We suspect sanctions evasion.
- 11.4. We may withhold reasons for refusal or termination where disclosure would breach legal, regulatory, or public-interest requirements.

12. PROHIBITED BUSINESSES

- 12.1. We will not onboard You, or We may terminate immediately, if You engage in or are connected to any of the following:
 - 12.1.1. Operating, promoting, or facilitating unlicensed or unregulated financial services (including investment schemes, securities, derivatives, or synthetic assets).

- 12.1.2. Unregistered money or value transfer services.
- 12.1.3. Unregulated or anonymous crypto exchanges or P2P platforms.
- 12.1.4. Pyramid schemes, shell banks, or similar exploitative models.
- 12.1.5. Artificial trading activity (spoofing, wash trading, market manipulation).
- 12.1.6. Gambling, betting, or lottery services without valid authorisation.
- 12.1.7. Adult content without age verification or in breach of applicable laws and content rules.
- 12.1.8. Trading or brokering weapons, ammunition, military-grade equipment, controlled substances or precursors, or unauthorised pharmaceuticals/supplements.
- 12.1.9. Selling or distributing spyware, surveillance tools, or hacking software, especially for unlawful use.
- 12.1.10. Services designed to bypass AML/CFT or sanctions controls.
- 12.1.11. ICOs, token sales, or NFT transactions without our prior written consent or without proper legal classification/registration.
- 12.1.12. Any other activity that, in Our reasonable opinion, poses legal, compliance, reputational, or operational risk.

13. FEES AND EXCHANGE RATES

- 13.1. By using the Services, You agree to pay all applicable fees as listed in the Fee Schedule: <https://coingate.com/pricing>
- 13.2. Business Customers may have bespoke fees. High-volume Customers may be charged additional fees. All fees are notified in advance.
- 13.3. We may change fees and any waivers unilaterally. Changes take effect as set out in Clause 31.2 of the General Terms.
- 13.4. We disclose fees before you authorise a Transaction and again afterward in Your receipt.
- 13.5. If you owe Us fees or other amounts, We may deduct them from Crypto-Assets or Funds We process for You on the due date without further instruction.
- 13.6. Exchange rates are shown at <https://coingate.com/exchange-rates>. Rates refresh periodically and are not subject to Clause 31.2 of the General Terms. To lock a specific rate, You must confirm the exchange within its validity period.
- 13.7. Exchange rates for the Crypto-Asset payment processing service are defined in its Special Terms.

14. TAXES

- 14.1. Using the Services may create tax obligations. We do not assess Your taxes, collect them, pay them, or issue tax reports. Seek independent tax advice.
- 14.2. If We are required by law or choose to report information related to Your taxes to a competent authority, You must provide the requested documents, data, and information.

15. CUSTODY AND ADMINISTRATION OF CRYPTO-ASSETS

- 15.1. Custody and administration of Crypto-Assets includes:
 - 15.1.1. Safekeeping or control, on Your behalf, of Your Crypto-Assets or their access credentials (e.g. private keys);
 - 15.1.2. Recording and accounting of Your Crypto-Assets in the CoinGate System, and providing account statements and reports.
- 15.2. While providing custody and administration of Crypto-Assets, We will:
 - 15.2.1. Engage in Transactions involving Your Crypto-Assets based on Your explicit, written instructions;
 - 15.2.2. Hold Your Crypto-Assets separately from Our Crypto-Assets;
 - 15.2.3. Act in Your best interests and will avoid conflicts of interest;
 - 15.2.4. Exercise due care, skill, and diligence.
- 15.3. We maintain a register of positions for each Customer that accurately reflects Your rights to Crypto-Assets and all movements based on Your instructions. We update it promptly after any Transaction or event affecting Your Crypto-Assets.
- 15.4. We provide a monthly statement (also available in your CoinGate Account) showing:
 - 15.4.1. Crypto-Asset type;

- 15.4.2. Quantity;
- 15.4.3. Current market value per Crypto-Asset type;
- 15.4.4. Transaction history for the period;
- 15.4.5. Total current market value of the assets held at the CoinGate Account.
- 15.5. You can access, monitor, and manage Your Crypto-Assets through Your CoinGate Account.
- 15.6. All Crypto-Assets We hold on Your behalf remain in Your ownership and are not subject to any claims of Our creditors, including if CoinGate became insolvent.
- 15.7. We do not support or facilitate the exercise of any rights attached to Crypto-Assets held in Our custody, including but not limited to voting, staking, participation in governance, or receipt of protocol rewards. If a hard fork, airdrop, or other technical change creates or modifies Crypto-Assets or rights, You are not entitled to them unless We explicitly state otherwise.
- 15.8. You must give clear, accurate instructions for the movement, storage, and management of Your Crypto-Assets, and ensure they comply with law and our policies.
- 15.9. You must notify us immediately (no later than the day You become aware) of any loss, theft, or unauthorized use of Your Crypto-Assets.
- 15.10. More information: Summary of Crypto Custody Policy (<https://coingate.com/policy/crypto-custody-policy-summary>)..

16. DEPOSIT OF CRYPTO-ASSETS

- 16.1. To deposit Crypto-Assets, send them from Your external wallet to the unique address shown in your CoinGate Account.
- 16.2. Crypto-Asset deposits are identified by the unique wallet address used. You are fully responsible for entering the correct unique wallet address.
- 16.3. A separate unique wallet address is provided for each Supported Blockchain to ensure proper allocation.
- 16.4. Deposits are subject to internal monitoring, AML/CTF and other compliance checks, and may be delayed.

17. DEPOSIT OF FUNDS FOR EXCHANGE INTO CRYPTO-ASSETS

- 17.1. To deposit Funds for exchange, transfer Funds from Your account to Our bank account where customer Funds are safeguarded.
- 17.2. We identify Your deposits by the payment reference in Your transfer. You are fully responsible for entering the correct reference.
- 17.3. Detailed instructions for Funds deposit are shown in Your CoinGate Account.
- 17.4. Deposits are subject to internal monitoring, AML/CTF and other compliance checks, and may be delayed.

18. EXCHANGE EXECUTION

- 18.1. To exchange Funds or Crypto-Assets in Your CoinGate Account, enter the desired amount of Funds or Crypto-Assets to be exchanged in the CoinGate System, to view an exchange offer that is valid for the time shown.
- 18.2. If You confirm the offer within its validity period, Your exchange is executed at the rate shown. If You do not, the system will recalculate and show a new offer with a new validity period.
- 18.3. You must have enough Funds or Crypto-Assets in your CoinGate Account to confirm an offer.
- 18.4. Detailed instructions for exchange initiation are available at the CoinGate System.
- 18.5. The exchange is final and irrevocable when:
 - 18.5.1. You confirm the offer within its validity period in the CoinGate System;
 - 18.5.2. Our operational controls are satisfied (e. g., sufficient balance, AML/CFT checks, etc.); and
 - 18.5.3. We execute the order and credit Your CoinGate Account by recording it in Our internal ledger.
- 18.6. Once You confirm the offer, the exchange is executed and the exchanged amount is available in Your CoinGate Account immediately.
- 18.7. We execute exchanges using Our own capital. We are your counterparty.

19. INITIATION AND CANCELLATION OF CRYPTO-ASSET TRANSFER

- 19.1. Initiate a Crypto-Asset transfer via Your CoinGate Account or API by selecting the relevant Crypto-Asset transfer product.
- 19.2. Account access requires secure login with email and password plus mandatory two-factor authentication, or Google SSO. Submitting a transfer from Your CoinGate Account also requires two-factor authentication using a code from Google Authenticator.
- 19.3. API transfers require authentication with Your unique API keys. Additional safeguards may apply.
- 19.4. To submit a Crypto-Asset transfer, provide the transfer details as specified for the specific Crypto-Asset transfer product.
- 19.5. To attempt to cancel a submitted Crypto-Asset transfer, 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 the transfer may not be refunded.

20. INSTRUCTION RECEIPT, CUT-OFFS, AND EXECUTION TIMES

- 20.1. The receipt time for Your Crypto-Asset transfer instruction is the timestamp recorded by the CoinGate System when it receives Your instruction.
- 20.2. Cut-off times and maximum execution times for Crypto-Asset transfers are published on the Website and may be updated from time to time.
- 20.3. Instructions received before the cut-off are processed the same Business Day; those received after the cut-off are processed the next Business Day.
- 20.4. The maximum execution time is the longest time We may take to execute your transfer. It varies by Crypto-Asset type.

21. WITHDRAWALS

- 21.1. Submit Your withdrawal in the CoinGate System by entering the required details.
- 21.2. Crypto-Assets are sent to the wallet address You specify. Funds are sent to Your specified bank account.
- 21.3. We may reject, return, or suspend Your withdrawal if compliance issues or other significant circumstances arise. You will be informed and, where legally permitted, given the reasons, any steps to fix the issue (if possible), the charges or Fees incurred, and whether reimbursement is available. Following the execution of Your withdrawal, the details of the Transaction are made available to You in Your CoinGate Account, including a downloadable PDF receipt with Transaction details.

22. COMPULSORY RETURN OR LIQUIDATION

- 22.1. We may be required to return or liquidate Your Crypto-Assets without Your request, including when:
 - 22.1.1. A specific Crypto-Asset is no longer supported on the CoinGate System; and/or
 - 22.1.2. We must comply with the law or an order from a competent authority.
- 22.2. If permitted by law, We will use best efforts to give You advance notice so You can exchange or withdraw the affected Crypto-Assets Yourself.
- 22.3. If You do not act by the deadline in Our notice, We will return or liquidate the Crypto-Assets at the prevailing market rate and transfer the resulting Funds to Your bank account.
- 22.4. If required by law or a competent authority, we may return, liquidate, or otherwise dispose of your Crypto-Assets without notice.

23. DORMANT ACCOUNT

- 23.1. Your CoinGate Account becomes a Dormant Account if: (i) no Customer-initiated Transactions occur for 12 consecutive months; and (ii) You do not respond to CoinGate's ongoing due-diligence requests for 6 consecutive months.
- 23.2. At our sole discretion, a Dormant Account may be subject to:
 - 23.2.1. Restricted access to the Services until You complete due-diligence requests and We review and update Your documents under AML/CFT rules.
 - 23.2.2. Exchange of balances into stablecoins (e.g., USDC).
 - 23.2.3. A Dormant Account fee, up to the full remaining balance, per Our internal policies.
 - 23.2.4. Account closure after 24 consecutive months without Transactions.

- 23.3. The Dormant Account fee starts accruing on the dormancy date at 2% of the remaining balance per week (minimum EUR 10), until it reaches 100% of the balance. During the 350 days after dormancy, the fee is calculated but not deducted and may be waived if the CoinGate Account becomes active again.
- 23.4. When the calculated fee reaches 100% of the balance, we grant an additional 15 days for You to claim Your balance. If You do not act within 15 days, We deduct the full accumulated fee, reduce the balance to zero, and close the CoinGate Account.
- 23.5. We notify You after closing a Dormant Account.
- 23.6. If You act before the calculated fee reaches 100% or within the 15-day period, referred to in Clause 23.4, the CoinGate Account ceases to be Dormant Account and the fee stops, unless the CoinGate Account becomes Dormant again.
- 23.7. If, within 6 months after closure, You provide the requested documentation, We may, at our sole discretion, return balances previously held in the closed Dormant Account. If You do not provide acceptable documentation within that 6-month period, You forfeit any rights to those balances.
- 23.8. If the remaining balance at dormancy is below EUR 10 (or equivalent), We immediately deduct it as the Dormant Account fee and close the Account without the 6-month claim option in Clause 23.7 of the General Terms.

24. UNCLAIMED BALANCES

- 24.1. If Your CoinGate Account is closed for any reason other than dormancy and a balance remains that is not legally restricted, We will ask You to withdraw it within 6 months of closure.
- 24.2. If You do not withdraw the balance within 6 months of closure, or You fail to provide sufficient proof of ownership, You forfeit any rights to the unclaimed balance.
- 24.3. Before any payout, including after closure, We may run AML/CFT, sanctions, fraud, or other compliance checks.
- 24.4. To obtain a copy of Your Transaction history after closure, email support@coingate.com. Access will be provided subject to identity verification and Our legal obligations. We keep transaction history for up to 8 years from the closure date under AML/CFT and accounting rules.

25. INCORRECT CREDITS

- 25.1. If your Account is credited by Our mistake with amounts that are not Yours, YOU must immediately notify Us and:
 - 25.1.1. Not use those amounts.
 - 25.1.2. If You do use them and Your balance falls below the incorrectly credited amount, top up Your Account to cover the shortfall as soon as possible and no later than 3 calendar days after the shortfall occurs.
 - 25.1.3. If You do not cover the shortfall within 3 calendar days, pay default interest of 0.05% of the unpaid amount for each day of delay. You agree that we may, without Your consent or prior notice, deduct default interest from any amounts We process for You.
- 25.2. You agree that:
 - 25.2.1. We may debit the incorrectly credited amount (in whole or in part) from your Account.
 - 25.2.2. Until We reverse the incorrectly credited amount, We may freeze the remaining balance in Your Account and suspend Transactions.
 - 25.2.3. If You do not top up as required by Clause 25.1.2 of the General Terms, We may recover the amount from You under applicable law.
 - 25.2.4. You will return all incorrectly credited amounts and reimburse all costs and losses We incur due to Your failure to cooperate in returning them.

26. COMMUNICATION AND NOTICES

- 26.1. We communicate with You electronically via the CoinGate Account messaging function and by email to the address linked to Your CoinGate Account. You can update this address in Your CoinGate Account at any time.

- 26.2. Emails are deemed delivered and received on the same Business Day they are sent; if sent on a non-Business Day, on the next Business Day.
- 26.3. You can reach Us at support@coingate.com.
- 26.4. You must immediately inform Us of any change to Your contact details and, on request, provide supporting documents. If You do not, notices sent to Your last provided details are deemed duly delivered, and any obligation performed using those details is deemed duly discharged.
- 26.5. We are not responsible for errors, inaccuracies, technical defects, or damage caused by incorrect or outdated contact details provided by You.
- 26.6. You must regularly check the proper functioning of Your email and other channels You use to communicate with Us, and retrieve and read messages about the Services. We are not liable for any loss arising from Your failure to do so.
- 26.7. To access and use the Services and communicate with Us, You need:
 - 26.7.1. A stable, secure internet connection.
 - 26.7.2. A smart device (computer, smartphone, or tablet) capable of running modern web browsers.
 - 26.7.3. An up-to-date operating system and the latest version of a standard web browser.
 - 26.7.4. A secure smart device with updates installed, antivirus software, and appropriate access controls.

27. COMPLAINTS

- 27.1. You may file a complaint regarding Our Services free of charge by email to complaints@coingate.com, via the Website at <https://coingate.com/contact-us/complaints>, or by mail to: A. Goštauto str. 8, Vilnius, 01108 Vilnius, Lithuania.
- 27.2. A complaint template is available at <https://coingate.com/contact-us/complaints>.
- 27.3. The submission and handling process is set out in the Summary of the Complaints Handling Procedure on Our Website: <https://coingate.com/contact-us/complaints>.

28. DATA PROTECTION

- 28.1. We collect, use, store, and otherwise process Your personal data to perform under these General Terms.
- 28.2. Details on how We process personal data and Your rights are set out in Our Privacy Policy, which We may update. The latest version is available at <https://coingate.com/policy/privacy-policy>.
- 28.3. By accepting these General Terms, You confirm You have read and understood the Privacy Policy.
- 28.4. If the Customer is a legal person or a natural person processing personal data beyond purely personal or household activities, You and CoinGate act as independent data controllers. Each party fulfils its own obligations under applicable data protection laws.
- 28.5. Where You and CoinGate act as independent controllers:
 - 28.5.1. You will process personal data transferred under these General Terms in accordance with applicable data protection laws, these General Terms, and any other agreements between You and Us.
 - 28.5.2. Taking into account the state of the art, implementation costs, and the nature, scope, context, and purposes of processing, as well as the risks to data subjects, You will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
 - 28.5.3. You and We will cooperate and assist each other on matters related to processing personal data under these General Terms.
 - 28.5.4. On request, each party will provide the other with information about the processing of personal data transferred under these General Terms to the extent needed for the requesting party to meet its legal obligations.
 - 28.5.5. Each party will promptly notify the other in writing of any facts or circumstances that may affect personal data processing, the parties' status, or their rights and obligations under these General Terms.

29. INFORMATION STORAGE AND RECORDS

- 29.1. Subject to applicable laws, We store essential Customer information related to use of the CoinGate System for at least 5 to 10 years in durable media of Our choice.
- 29.2. You should also save records of actions taken by You or by Us under these General Terms and keep them in durable media of Your choice.
- 29.3. We will use industry-standard measures to safeguard information related to the Services (including Your data), but We cannot guarantee absolute security. We are liable for loss of information or data on the Website (in the CoinGate System) only if We are found at fault.

30. PLATFORM CHANGES

- 30.1. We may develop, improve, or change the Website and the CoinGate System at any time. This includes adding or removing features, changing how they work, altering how you use them, changing what data We require, and changing login, authentication, and access methods (including new or updated security or verification steps). If needed and feasible, We may publish information about these changes on the Website.
- 30.2. To the fullest extent permitted by law, We are not responsible for any loss or inconvenience to You or others arising from these changes and disclaim all liability.

31. CHANGES, SUSPENSION, AND TERMINATION

- 31.1. We may update these General Terms. When we do, we will revise the publication and effective dates at the top and, for material changes, notify You by email or similar means.
- 31.2. Amended General Terms, including amended Fees, take effect 30 calendar days after publication on the Website. Your continued use of the Services after that date confirms acceptance. If You do not agree, stop using the Services.
- 31.3. To terminate and close Your CoinGate Account, give Us at least 30 calendar days' written notice by emailing support@coingate.com.
- 31.4. We may terminate and close Your CoinGate Account without cause by emailing You 30 calendar days in advance.
- 31.5. We may immediately, without notice, suspend Your access to the Services and CoinGate Account or terminate and close Your CoinGate Account if:
 - 31.5.1. Required by law or a competent authority.
 - 31.5.2. The CoinGate Account or a related account is subject to litigation, investigation, or government proceedings.
 - 31.5.3. We suspect an attempt at unauthorised access to the CoinGate Account.
 - 31.5.4. You are insolvent or bankrupt (or equivalent in Your jurisdiction).
 - 31.5.5. You breach Lithuanian AML/CTF laws.
 - 31.5.6. You use a tri-party payment model (e.g., payer differs from goods recipient) or other circumstances suggest money laundering or terrorist financing.
 - 31.5.7. In Our opinion, You engage in unacceptable or illegal activities, or Your risk profile is no longer acceptable to Us.
 - 31.5.8. You have been prosecuted or convicted of a criminal offence or, to Our knowledge, are or were involved with criminal organisations.
- 31.6. The following are material breaches allowing immediate suspension or termination without notice:
 - 31.6.1. Use of CoinGate Account credentials or other account information in an unauthorised or inappropriate manner.
 - 31.6.2. Use of the CoinGate Account for purposes other than those disclosed at onboarding.
 - 31.6.3. Failure to provide requested documents or information, provision of incorrect or incomplete information, concealment of data, or failure to follow Our instructions.
 - 31.6.4. Failure to promptly notify Us of changes to Your eligibility (Section 4) or other information provided.
 - 31.6.5. Being subject to sanctions or violating, evading, or failing to comply with sanctions.
 - 31.6.6. Cooperating, to Our knowledge, with sanctioned persons or persons who violate, evade, or fail to comply with sanctions.

- 31.6.7. Third-party use of Your CoinGate Account without lawful justification or, in Our opinion, assets in the CoinGate Account not belonging to You, except as agreed with Us.
- 31.6.8. Reasonable belief that Your use of the Services could harm Our reputation or business or negatively affect Us or any Service.
- 31.6.9. Suspected unlawful, fraudulent, or criminal use of the Services.
- 31.6.10. Any other circumstance amounting to a material breach under the Civil Code of the Republic of Lithuania or these General Terms.
- 31.7. Suspension or termination may prevent future access to the Services.
- 31.8. If We close Your CoinGate Account for reasons other than dormancy and a non-restricted balance remains, Section 24 applies.
- 31.9. Upon termination for any reason:
 - 31.9.1. All rights granted under these General Terms end immediately.
 - 31.9.2. All amounts due between You and Us are settled, and any obligations intended to survive termination remain in force.
 - 31.9.3. Termination does not release You from obligations that arose before the termination date.
 - 31.9.4. Your CoinGate Account is closed and Your access to the CoinGate System and the Services ends.
- 31.10. Transactions initiated before termination are completed under the pre-termination terms unless We and You agree otherwise.

32. LIABILITY AND INDEMNITY

- 32.1. We are liable for properly executing authorised Transactions under these Terms and applicable law. An authorised Transaction is one You submit using our authentication procedures and security credentials.
- 32.2. For unauthorised Transactions (submitted not by You using our procedures), We assess liability case by case.
- 32.3. Our liability for unauthorised Transactions depends on Your intent or fault:
 - 32.3.1. You deliberately let someone use Your credentials or knowingly initiated an unauthorised Transaction.
 - 32.3.2. You failed to follow fundamental security requirements (e. g., ignoring mandatory extra authentication, disclosing passwords over insecure channels, ignoring obvious security warnings).
 - 32.3.3. You met basic requirements but did not exercise reasonable care, creating exposure (e.g., failing to install security updates).
 - 32.3.4. You were a victim of unlawful third-party actions (e.g., fraud, phishing, social engineering) despite acting in good faith, taking reasonable care, and following basic security rules.
- 32.4. We are not liable for losses from unauthorised Transactions caused by Your intent (Clause 32.3.1) or gross negligence (Clause 32.3.2).
- 32.5. If Your credentials were obtained due to your negligence (Clause 32.3.3) or due to fraud or similar acts (Clause 32.3.4) without Your intent or gross negligence, We will assess compensation in line with applicable law.
- 32.6. We are liable for unauthorised or incorrectly executed authorised Transactions caused by Our system errors or procedural failings.
- 32.7. If We are liable, We will restore Your position as if the error had not occurred, without undue delay and free of charge. This may include reversing the Transaction, completing the intended Transaction, or other corrective action as required by law.
- 32.8. If We are liable for loss of your Crypto-Assets or access to them, Our liability is capped at their market value (average price across major exchanges such as Kraken or Binance) at the time of loss. That payment is in full and final settlement of all related claims.
- 32.9. We are not liable for:
 - 32.9.1. Force majeure events.
 - 32.9.2. Blockchain network interruptions or malfunctions.
 - 32.9.3. Third-party service providers.
 - 32.9.4. Communication systems outside Our control.
 - 32.9.5. Crypto-Asset price fluctuations.

- 32.9.6. Forgotten passwords (long-term or one-time).
- 32.9.7. The security of Your passwords (long-term or one-time).
- 32.9.8. Events beyond Our reasonable control.
- 32.9.9. Your incomplete or incorrect Transaction instructions.
- 32.9.10. Any suspension or restriction of Services permitted by these Terms or related documents.
- 32.10. You indemnify and hold harmless Us, Our affiliates, any company under common ownership or control with Us or Our affiliates, and their officers, directors, agents, representatives, and employees from any claim, liability, loss, expense, or demand (including legal fees) arising from Your use of the Services.
- 32.11. If We incur costs, fees, or losses due to incorrect information You provide, We may seek reimbursement from You.

33. MISCELLANEOUS, GOVERNING LAW AND JURISDICTION

- 33.1. **Transfer of Funds Regulation.** Under Regulation (EU) 2023/1113, We must collect and share certain originator and beneficiary information for each Crypto-Asset transfer. You must provide any documents and information We request. If You fail to do so, provide incorrect or incomplete information, conceal data, or ignore Our instructions, We may restrict or terminate the Services.
- 33.2. **Entire Agreement.** These General Terms (including documents incorporated by reference) are the entire agreement between You and Us and replace all prior discussions and agreements.
- 33.3. **Governing Law.** These General Terms and any related disputes (including non-contractual) are governed by the laws of the Republic of Lithuania.
- 33.4. **Jurisdiction.** Courts in Vilnius, Republic of Lithuania, have exclusive jurisdiction over disputes arising from or related to these General Terms.
- 33.5. **Enforceability.** Only You and Us may enforce these General Terms.
- 33.6. **Delay in Enforcement.** Our failure to enforce any provision is not a waiver.
- 33.7. **Relationship.** You and We are independent contractors. These General Terms do not create a partnership, joint venture, employment, or agency relationship. Neither party may state otherwise.
- 33.8. **Invalidity.** If any provision is invalid or unenforceable, the rest remain in force. The invalid provision will be severed.
- 33.9. **Additional Conditions.** Additional conditions may be agreed in a separate written agreement and will form part of these General Terms.
- 33.10. **Transfer of Rights.** You need Our written consent to transfer Your rights or obligations under these General Terms, including any transfer of access rights or the CoinGate Account.
- 33.11. **Assignment.** We may assign Our rights and obligations under these General Terms to a third party without Your consent if lawful. We will notify You within 10 Business Days after the assignment.
- 33.12. **Survival.** Any provision intended to survive termination remains enforceable after termination.
- 33.13. **Language.** By accepting these General Terms, You confirm You understand English and agree that these General Terms and all communications will be in English.
- 33.14. **Supervisory Authority.** Our activities are supervised by the Bank of Lithuania, Totorių str. 4, LT-01121, Vilnius, Lithuania; info@lb.lt; <https://www.lb.lt/lt/kontaktai>. The Bank of Lithuania has the competence to resolve disputes, arising out of provision of Our Services, between Us and You if You are a consumer – a natural person using Our Services for the purposes other than Your trade, business or profession, i. e., for consumption purposes (personal, family or household purposes).