

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 the Crypto-Assets Payment Processing service to You.

1. GENERAL PROVISIONS

- 1.1 These Special Terms govern the matters that are specific to the Crypto-Assets Payment Processing service. Any matters related to the provision of Our Services, including the 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 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 The Crypto-Assets Payment Processing service is available only for those of 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.

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 a Shopper or a Contact paying to the Customer with Crypto-Assets for goods or services, and ensures that Crypto-Assets (or exchanged amounts) are transferred to the Customer. The service is provided through two methods: the Hosted Payment Page and Payment Channels.
Hosted Payment Page	means CoinGate's hosted, invoice-based payment page to which a Shopper is redirected to complete a Transaction, on the basis of a payment request (invoice) created by You.
Shopper	means a third party (the payer) that pays You in Crypto-Assets for goods or services through the Hosted Payment Page. A Shopper does not hold an account, wallet, or balance with CoinGate.
Contact	means a third party (the payer) whose identifying and payment-related information is declared and registered by You (the Customer) with CoinGate for reconciliation and compliance purposes. A Contact does not hold an account, wallet, or balance with CoinGate.
Payment Channel(s)	means the method of providing the Crypto-Assets Payment Processing service under which CoinGate assigns a permanent blockchain wallet address ("Payment Channel Address") exclusively to one Contact. All Crypto-Asset transfers received to a Payment Channel Address are automatically attributed to the associated Contact and credited to the Customer's CoinGate Account, without the need for an invoice or time-limited payment request.
Refund	means a return of Crypto-Assets to the Shopper or Contact that previously paid to a Customer for goods or services via Our Crypto-Assets Payment Processing service.

2.2 All other terms 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-Asset transfers from Your Shoppers and Contacts for goods or services.
- 3.2 The service is provided through two methods: (a) the Hosted Payment Page (invoice-based), under which a Shopper completes a Transaction on Our Hosted Payment Page; and (b) Payment Channels, under which a Payment Channel Address is assigned to a Contact. Depending on the method, You can integrate Our service using API, e-commerce plugins, invoice-based links, or create one-time payment requests from the CoinGate customer portal.
- 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 in Your CoinGate Account and via Your API configuration.
- 3.4 If You have chosen automatic exchange of received Crypto-Assets, the Crypto-Assets received from the Shopper or Contact will be exchanged at the applicable exchange rate as described in these Special Terms, before settlement with You.
- 3.5 The Transaction is considered successfully completed where the Shopper's or Contact's payment in Crypto-Assets (or exchanged amount, as applicable) is fully credited to Your CoinGate Account.
- 3.6 If the Transaction cannot be considered successfully completed, i.e., the payment cannot be credited to Your CoinGate Account in part or in full, a Refund may be possible as per Section 6 below.
- 3.7 The current status of each Transaction is displayed in Your CoinGate Account.
- 3.8 Once Crypto-Assets or Funds are credited to Your CoinGate Account, You can withdraw them as per the procedure described in the General Terms.
- 3.9 We may decline to carry out Crypto-Assets Payment Processing where the Shopper or Contact does not initiate a 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 where there are other circumstances that may infringe Our, Our other Customers', or the public's legitimate interests.

4. PAYMENT PROCESS

- 4.1 To accept Crypto-Asset Payments from Shoppers via the Hosted Payment Page, You can utilise any of the applicable methods described in Section 3. To create a payment request, You will need to indicate the value You want to receive, the settlement currency, and redirect the Shopper to Our Hosted Payment Page to complete the Transaction.
- 4.2 On Our Hosted Payment Page the 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. 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 To accept Crypto-Asset payments using Payment Channels, You will be required to create a Contact in Your CoinGate Account by declaring the Contact's identifying and payment-related information, and indicate the settlement currency for payments received from the Contact. Upon successful registration, We assign a Payment Channel Address exclusively to that Contact, which is visible in Your CoinGate Account.
- 4.4 Each Payment Channel Address is assigned exclusively to one Contact for one defined purpose. Using a Payment Channel Address assigned to a Contact for Your own Crypto-Asset holdings, for self-funding, for transfers unrelated to the declared Contact, or for any other purpose inconsistent with the declared Contact relationship, is strictly prohibited.
- 4.5 The Contact may transfer Crypto-Assets to the Payment Channel Address at any time. All Crypto-Asset transfers received to a Payment Channel Address are automatically attributed to the associated Contact, exchanged into the settlement currency indicated by You where applicable, and credited to Your CoinGate

Account. All Crypto-Assets received to a Payment Channel Address are held exclusively for You and on Your behalf. A Contact has no rights, title, or claim over Crypto-Assets transferred to You via a Payment Channel Address.

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 The exchange rate applicable in the Crypto-Assets Payment Processing service is determined as follows:
 - 5.2.1 Where a Transaction is received through Our Hosted Payment Page:
 - (a) On Your CoinGate Account You indicate Your settlement preferences and thereby provide Us with an explicit instruction to exchange any Crypto-Assets incoming from Shoppers;
 - (b) Once the Shopper confirms the Crypto-Asset they intend 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;
 - (c) 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);
 - (d) 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 on You;
 - (e) Once We receive the Shopper's Crypto-Assets, We will immediately exchange them at the agreed firm exchange rate and credit the exchanged amount to Your CoinGate Account.
 - 5.2.2 Where a Transaction is received through Payment Channels:
 - (a) On Your CoinGate Account You indicate Your settlement preferences and thereby provide Us with an explicit and standing instruction to exchange any Crypto-Assets received from Contacts to the settlement currency indicated by You;
 - (b) Once We receive and confirm the Contact's Crypto-Assets on the relevant blockchain, We will immediately exchange them at the exchange rate applicable at that time as indicated on Our Website, customer portal and API, and credit the exchanged amount to Your CoinGate Account.
- 5.3 Although the exchange rate applicable in the Crypto-Assets Payment Processing service is firm, 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 the Shopper's or Contact's payment is successfully completed (i.e., fully credited to Your CoinGate Account), We do not accept the Shopper's or Contact's Refund request and they must address their Refund request directly to You under Your Refund policy. 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 or Contacts.
- 6.2 If the Shopper's payment via the Hosted Payment Page 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 Where a Shopper's or Contact's payment is suspended for compliance, legal or other reasons, a Refund may be issued where We are legally permitted to do so and where the information provided is sufficient for Us to complete Our compliance checks, following which the payment will be credited to Your CoinGate Account or refunded, as appropriate.
- 6.4 We will contact You and reserve the right to directly contact the Shopper or the Contact to obtain the information and data necessary for a Refund, including where the Shopper's or Contact's payment is suspended for compliance, legal or other reasons.
- 6.5 All requests for Refunds made to Us will be examined and We retain the unilateral right to decide whether to issue a Refund.
- 6.6 A Refund may not be issued due to various reasons, for example:
- (a) the Shopper or Contact has transferred an unsupported Crypto-Asset, used an unsupported blockchain network, or failed to include the required payment details;
 - (b) the Shopper's or Contact's payment is suspended for compliance, legal or other reasons, and they fail to provide Us with the information requested for compliance purposes;
 - (c) the payment was sent from or had links with sanctioned jurisdictions, entities, wallets, or illegal activities.
- 6.7 We may decline to issue a Refund without any explanation or reason.
- 6.8 If We decide to issue a Refund, You authorize Us to issue a Refund on Your behalf. A Refund can be issued only where it is technically feasible, in particular where the return address or the Shopper's or Contact's verified payment details can be reliably determined, and subject to Our compliance checks.
- 6.9 If a Refund requires an exchange service, it is provided as per the General Terms.
- 6.10 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 not to issue a Refund.
- 6.11 We may charge You and/or the Shopper or Contact 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.
- 6.12 For any payment that is not successfully completed, or that remains suspended for compliance, legal or other reasons, a daily administrative fee of 1% of the amount received accrues from the payment date. The fee is waived if the Refund is claimed and any information requested by Us is provided within 100 days of the payment date, and is charged in full otherwise. After 100 days the accrued fee equals the amount received, no amount remains refundable, and no Refund will be issued.
- 6.13 Further terms and conditions of Our Refund policy may be indicated on Our Website (<https://coingate.com/policy/disclaimer-for-purchasers>).

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

- 7.1 To comply with AML/CTF requirements, international sanctions, the Transfer of Funds Regulation (Regulation (EU) 2023/1113) and other applicable laws, We must collect certain information and data about Shoppers and Contacts. This includes, but is not limited to, that We may directly contact Shoppers and Contacts to provide the necessary information and data. Any personal data will be processed in accordance with Our Privacy Policy and Regulation (EU) 2016/679 (GDPR). Failure to submit required information and data, 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 or Contact.
- 7.2 We shall have the right to verify the information provided by Shoppers and Contacts 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, the Shopper or the Contact for any default on any contractual obligations and/or for any damages or losses sustained.

- 7.4 We do not accept payments from unsupported countries, or violating international sanctions, or associated with sanctioned goods, services, individuals, entities, governments, or jurisdictions, or otherwise violating AML/CTF requirements, the 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 Where the Payment Channels method is used, You represent and warrant that all Contact information declared by You is accurate and complete, and that each Contact is a legitimate counterparty. You further undertake that You will use each Payment Channel Address only for its declared purpose, keep Contact information accurate and up to date, and provide any supporting documentation upon Our request. CoinGate may at any time and without prior notice request verification of Contact information and review related Transaction flows. CoinGate may also suspend a Payment Channel Address or restrict Your access to Payment Channels where We reasonably suspect a breach of these Special Terms, the General Terms, or applicable AML/CTF or sanctions requirements, or where We are required to do so under applicable law. We shall not be liable to You or the Contact for any losses arising from such measures.
- 7.7 Further provisions on Our AML/CFT and international sanctions approach are provided in the General Terms and the AML/CFT Policy.

8. DATA PROTECTION AND PRIVACY

- 8.1 You and We each act as independent data controllers in respect of the Shopper's and Contact's personal data.
- 8.2 You warrant that You have a lawful basis to disclose Shopper and Contact data to Us and that, prior to registering a Contact or directing a Shopper to Our Hosted Payment Page, You have informed the Shopper or Contact that their personal data will be processed by Us for the provision of the Crypto-Assets Payment Processing service and for compliance purposes, including by directing them to Our Privacy Policy.
- 8.3 You shall compensate Us for any losses arising from Your failure to comply with this clause.
- 8.4 We process Shopper and Contact data in accordance with Our Privacy Policy and Regulation (EU) 2016/679.

9. FINAL PROVISIONS

- 9.1 You undertake to integrate on Your website and/or elsewhere where You sell goods and/or services a standard disclaimer for Shoppers and Contacts (available here: <https://coingate.com/policy/disclaimer-for-purchasers>) in a non-modified form and to make sure that Your Shoppers and Contacts expressly confirm their acquaintance with said disclaimer prior to making any payment to You via Our Crypto-Assets Payment Processing service.
- 9.2 In relation to payments in Crypto-Assets made by Your Shopper or Contact to You, any legal relations are between You and Your Shopper or Contact making a payment. We are not a party to relations between You and Your Shopper or Contact making a payment. We do not accept any queries, letters, requests and/or complaints, nor liability for the quality, legality, safety, delivery or any other aspect regarding You, Your services, products, activities and/or a payment or purchase related to the relationship between You and Your Shopper or Contact. Any disputes between You and Your Shopper or Contact shall be resolved exclusively between You and Your Shopper or Contact.
- 9.3 By using Our Crypto-Assets Payment Processing service You authorize Us to receive and process Your Crypto-Assets, and, 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.

- 9.4 Payments by Your Shoppers or Contacts 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.
- 9.5 You assume full responsibility and liability for informing Your Shopper or Contact that You have received their payment before We credit Your CoinGate Account. If You inform Your Shopper or Contact that You have received their 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.
- 9.6 If We are conducting an investigation or resolving any dispute regarding amounts received on Your behalf, or if required by law or a 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.
- 9.7 The current version of these Special Terms is always available on Our Website. Save or print a copy for Your records.
- 9.8 These Special Terms are valid until terminated as per the procedure set out in the General Terms.