CoinGate Beneficiary Disclaimer

This Beneficiary Disclaimer explains the role of CoinGate and the limitations that apply when you (the Beneficiary) collect a crypto-asset transfer sent to you through a CoinGate Payout Link. A Beneficiary is an individual or legal person designated by the Sender to collect a payout through a Payout Link. The Sender is the CoinGate merchant (the business) that created and funded the Payout Link in order to pay you. CoinGate provides the Payout Link and processes the payout on the Sender's instructions. By collecting a payout, you do not become a CoinGate customer or obtain a CoinGate Account solely as a result of the payout. Where you are a consumer, nothing in this Disclaimer limits any rights that cannot be limited under applicable Lithuanian and EU consumer law.

1. **About CoinGate**

1.1 The CoinGate platform is operated by Decentralized UAB, a private limited liability company registered in the Republic of Lithuania with company code 303423510.

1.2 CoinGate provides regulated crypto-asset services to merchants who use the platform, including the custody of crypto-assets and, when instructed by the merchant, the processing of payouts to beneficiaries. CoinGate is not a party to the underlying relationship between the Sender and the Beneficiary, and is not involved in the reason for which the payout is made.

2. **Your relationship with the Sender**

2.1 The Sender is the legal entity that created the Payout Link and instructed CoinGate to make a crypto-asset transfer to you.

2.2 CoinGate is not involved in the underlying agreement, obligation, or reason for the payment between you and the Sender. Any questions or disputes about why the payment is made or its amount must be resolved directly with the Sender. CoinGate does not mediate disputes and is not responsible for the Sender's actions or conduct.

3. **Collecting a Payout**

3.1 Acknowledgment. By selecting "Collect payout" and proceeding, you acknowledge that you have read this Beneficiary Disclaimer and the Risks Disclaimer. The applicable Privacy Notice or Privacy Policy is made available during collection to explain how CoinGate processes your personal data.

3.2 Beneficiary information. To collect the payout, you must provide valid, accurate, and complete information that CoinGate reasonably requires for legal, regulatory and payout-processing purposes, whether you collect as an individual or on behalf of a business.

3.3 To collect the payout, you select a supported crypto-asset and blockchain network and provide the wallet address to which the crypto-assets are to be sent. Where conversion is required, the payout page displays the applicable exchange rate and receive amount; these may change until you confirm the payout.

3.4 Verification. You must complete any confirmation or verification requested by CoinGate, which may include entering a code sent to the email address to which the Payout Link was sent.

3.5 A Payout Link is valid only until the "Collect by" time displayed on the payout page. If you do not complete the collection by that time, the Payout Link expires, cannot be used, and you may need to contact the Sender.

3.6 Crypto-asset transfers are irreversible once executed.

4. **Risk disclosure**

4.1 Crypto-assets involve significant risks, including price volatility, network delays or congestion, irreversible transfers, and risks associated with third-party wallets and blockchain networks. You should review the Risks Disclaimer made available on the payout page before proceeding.

4.2 CoinGate provides no investment advice and makes no representation or guarantee regarding any yield, return, or the future value of any crypto-asset in connection with a Payout Link.

5. **Compliance obligations and personal data**

5.1 To comply with AML/CTF laws, Regulation (EU) 2023/1113 on information accompanying transfers of funds and certain crypto-assets, international sanctions, and other applicable laws, CoinGate must identify and monitor the transfer and process information relating to you, the transfer and the wallet address.

5.2 For this processing, CoinGate acts as a data controller. The purposes, lawful bases, retention periods and your data-subject rights are described in the applicable Privacy Notice or Privacy Policy made available during collection.

6. **Your responsibilities**

6.1 You are responsible for selecting the correct payout asset and blockchain network and for entering a correct, compatible wallet address.

6.2 Because crypto-asset transfers are irreversible once executed, CoinGate will generally be unable to recover crypto-assets sent to an incorrect, incompatible, or unintended wallet address.

6.3 You are responsible for protecting the Payout Link, the relevant email account and any authentication code. Do not forward the Payout Link or share an authentication code. A person with access to them may be able to collect the payout.

7. **Complaints**

7.1 You may submit a complaint free of charge to complaints@coingate.com or via the complaints form on the Website, which is accessible without a CoinGate Account. Complaints are handled under CoinGate's Complaints Handling Procedure.

8. Limitation of liability

8.1 To the extent permitted by law, and except to the extent caused by CoinGate's breach, CoinGate is not liable for loss arising from information, a crypto-asset, blockchain network or wallet address provided or selected by you; your failure to protect the Payout Link, email account or authentication code; changes in the exchange rate or receive amount before you confirm the payout; or the operation of third-party wallets or blockchain networks.

8.2 CoinGate's role in a Payout Link is limited to processing the crypto-asset transfer on the Sender's instructions. Collecting a Payout Link does not create a CoinGate Account or an ongoing fiduciary or custodial relationship between CoinGate and the Beneficiary.