

Terms of Use

1. Scope of these Terms of Use

These Terms of Use (“**ToU**”) constitute an agreement made between you (hereinafter referred to as “**you**” or “**your**”) and Gate Global UAB (trading as “**Gate Lithuania**”), incorporated and registered in Lithuania with registration number 306068986, and whose registered address is at Upės str. 23-1, Vilnius, the Republic of Lithuania (“**Gate Lithuania**” or “**we**” “**us**” or “**our**”) (collectively referred to as “**Parties**”).

These ToU, together with all Schedules, Appendices, policies and additional terms which are expressly incorporated into these ToU by reference, including (but not limited to) the Privacy Policy, Cookie Policy, Complaint Handling Policy, Risk Disclosure Statement, and such other terms and conditions referenced in these ToU or published on our website, mobile applications, APIs, or developer tools (the “**Site**”) from time to time (collectively hereinafter referred to as the “**Agreement**”), form a legally binding agreement between you and Gate Lithuania that governs your use of our Services (as defined below in clause 5) and associated Site, software, products, tools, materials and content unless explicitly stated otherwise in writing. You have to agree to additional terms and conditions to use certain Additional Services (as defined below).

2. General Terms

By registering an account with us and/or by accessing and using our Services (as such are described under clause 5 of the ToU), you agree that you have read, understood, and accept all terms and conditions contained in the Agreement and agree to be bound by them. If you do not agree with any provisions of the Agreement, you must not register an account with us nor otherwise access and use our Services. Accepting the Agreement does not automatically entitle you to register an account with us, or to access or use our Services.

We reserve the right to amend the Agreement at any time and at our sole discretion. Such amendments will be effective immediately upon being published on the Site. Please check the Site regularly for any such updates. You agree that your continued use or access of the Site, the account and/or the Services shall constitute acceptance of such amendments. If you do not accept such amendments to the Agreement, you must stop using or accessing the Site, the account and/or the Services.

We do not warrant the security of any information transmitted by you or to you through the Site or that there would be no delay, interruption or interception in data transmission. You accept the risk that any information transmitted or received through the Site may be accessed by unauthorized third parties, and that transactions over the Internet may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet. Regardless of any security measures taken by us, we shall assume no responsibility whatsoever for any loss or expense resulting from such delays, interruptions and/or interceptions.

Any materials, information, view, opinion, projection or estimate presented via the Site is made available by us for informational purposes only, and is subject to change without notice. You must make your own assessment of the relevance, timeliness, accuracy, adequacy, commercial value, completeness and reliability of the materials, information, view, opinion, projection or estimate provided in the Site.

3. Risk Disclosures

You should be aware that when using our Services and the Site you are exposed to certain risks. Services offered by us include mainly services and products related to Digital Assets (as defined below in clause 4). Such Services carry a high degree of risk and may not be suitable for every person. Therefore, you should also be aware that buying, selling, trading and/or holding coins, tokens, crypto, Digital Asset or other forms of Digital Assets of the like involves significant risks and the Losses can be substantial.

Please refer to the Risk Disclosure Statement (attached as Schedule 1) for a non-exhaustive summary of risks associated with buying, selling and/or trading Digital Assets through the use of our Services. You should carefully consider and assess whether the use of our Services as well as buying, selling and/or trading Digital Assets through the use of our Services is suitable for you and make prudent decisions based on your own financial circumstances and tolerance to risks.

By accepting the Agreement, and using our Services to buy, sell or otherwise trade Digital Assets, you expressly acknowledge, accept and assume the risks related to the use of our Services, including (but not limited to) the risks described in the Risk Disclosure Statement, which is expressly incorporated into these ToU and forms part of the Agreement between you and Gate Lithuania.

4. Definitions & Interpretation

Definitions

Capitalized words used in these ToU are defined, and shall have the meaning given to them in this clause 4.

- (a) **Applicable Law** means all laws, orders, decrees, rules, regulations, circulars, notices or guidelines (including the requirements of any Regulatory Authority) having legal effect and as applicable to a party in respect of its rights and/or obligations under the Agreement in force in any applicable jurisdiction from time to time. These include (without limitation) anti-money laundering, anti-bribery, anti-terrorist financing, Sanctions, data privacy, tax and consumer protection laws (as applicable).
- (b) **Digital Asset** means any digital assets, including a virtual currency, cryptocurrency, token, coin, or virtual commodity, which is a digital representation of value (but which does not have legal currency or monetary status and which is not authorized or guaranteed by any Regulatory Authority), that are recognized as a mean of exchange by natural or legal persons and that can be digitally transferred, stored and traded, with or without conditions, and thus can be used for payment, investment or other purposes, as

determined and approved by Gate Lithuania from time to time for use in connection with the Services.

- (c) **Digital Asset Address** means an alphanumeric identifier that represents a possible destination or source for a Digital Asset transfer.
- (d) **Digital Asset Transaction** means a transaction for the purchase or sale of Digital Assets by you through our Services, including crypto-fiat, and fiat-crypto transactions.
- (e) **Encumbrance** means any: a) mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement; b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or d) third party right or interest or any right arising as a consequence of the enforcement of a judgment, or any agreement to create any of them or allow them to exist.
- (f) **Event of Default** has the meaning given to it under clause 15.
- (g) **Fiat Currency** means a currency designated as legal tender in a particular country or jurisdiction, such as Euros, and U.S dollars, as determined and approved by Gate Lithuania from time to time for use in connection with the Services.
- (h) **Gas Fees** has the meaning given to it under clause 9(d).
- (i) **Gate Lithuania Account** has the meaning given to it under clause 7.
- (j) **Indemnified Party** has the meaning given to it under clause 16.
- (k) **Instruction** means an instruction given to us in relation to a Digital Asset Transaction, or other actions related to the use of our Services, the Agreement with Gate Lithuania generally.
- (l) **Intellectual Property Rights** or **IPR** means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- (m) **Loss** means any liability of any kind, loss, claim, damage, interest, fine, penalty, fee, charge, cost and/or expense (including reasonable and properly incurred legal and other professional fees, costs and/or expenses).

- (n) **Non-Cooperative Jurisdiction** means any country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering (“**FATF**”). See <http://www.fatfgafi.org> for FATF’s list of non-cooperative countries and territories.
- (o) **Regulatory Authority** means any governmental, regulatory authority or law enforcement department, agency, commission, board, tribunal, crown corporation or other law, rule or regulation making entity (including any stock exchange or central bank) in any jurisdiction.
- (p) **Sanctions** means any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (i) the United States government; (ii) the United Nations; (iii) the European Union; (iv) the United Kingdom; (v) Lithuania; (vi) any other jurisdictions selected for inclusion hereunder by Gate Lithuania from time to time; and/or (vii) the respective governmental institutions and agencies of any of the foregoing, including without limitation, the Office of Foreign Assets Control of the US Department of Treasury (“**OFAC**”), the United States Department of State, and Her Majesty’s Treasuries (together “**Sanctions Authorities**”).
- (q) **Service** has the meaning given to it under clause 5.
- (r) **Service Fee** has the meaning given to it under clause 9.
- (s) **Site** has the meaning given to it under clause 1.
- (t) **Taxes** has the meaning given to it under clause 9(c).
- (u) **User Content** has the meaning given to it under clause 21.

Interpretation

The headings in these ToU are inserted for convenience only and shall not affect their construction or interpretation. Documents incorporated by reference into these ToU form part of your Agreement with Gate Lithuania and shall have effect as if set out in full in the body of these ToU. Unless otherwise stated, references to clauses are to the clauses of these ToU.

A reference in these ToU to a particular law is a reference to it as it is in force for the time being taking into account any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular. Words referring to a particular gender shall include the other gender.

These ToU shall be binding on, and enure to the benefit of, each of the parties and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party’s personal representatives, successors and permitted assigns.

Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A “person” includes a natural person, corporate or unincorporated body.

A reference to “writing” or “written” includes email.

5. Services

Gate Lithuania provides a platform that enables you to buy Digital Assets with a supported Fiat Currency by us or sell Digital Assets for a supported Fiat Currency by us through our partnered payment institutions on our Site (the “**Core Services**”). In addition to the above-mentioned services, additional services may be made available to users that further agree to Appendix A (“**Additional Services**”). Unless otherwise specified, Core Services and Additional Services hereinafter referred to as the “**Services**”.

For the avoidance of any doubt, Gate Lithuania does not or will not be in possession or in control of any of your funds, including Digital Assets or Fiat Currencies during any Digital Asset Transactions made with us. Please also note that we do not provide any custodian or wallet services for your Digital Assets or Fiat Currencies in relation to the provision of our Services ourselves. Any wallet services, if such are available on our Site, are provided by third-party service providers (e.g., Gate.io). Accordingly, we act as principal to each Digital Asset Transaction you make with us. Therefore, aiming to use our Services you shall have a fully operational Digital Asset wallet owned by you (“Digital Asset Wallet”), where any Digital Assets of yours could be stored, as well as an account opened with financial institution, where any Fiat Currencies of yours could be stored.

Core Service: Gate Lithuania fulfills an order, meaning the purchase of Digital Assets from you or the sale of Digital Assets to you as specified in the order placed on our Site and the Agreement.

Digital Asset Purchase

You may buy supported Digital Assets from us, and the price, the number of Digital Assets that you intend to buy from us, and the amount of Fiat Currency will be confirmed at the time when you place an order for a Digital Asset purchase;

Acceptance by us of an order for a Digital Asset purchase does not guarantee that you will receive the corresponding number of Digital Assets you intend to buy. The purchase is conditional upon actual receipt by us of the funds from your linked card, as well as the payment of any applicable fees. Upon the receipt of your Fiat Currencies by our partnered payment institutions, the corresponding number of Digital Assets purchased shall be transferred to your Digital Asset Wallet held with Gate.io or other third-party service providers, which address you indicate to us. Please note that Gate.io, is a separate platform operated by another entity under Gate Group. Therefore, in case you are willing to use wallet functionality within Gate.io you should check and comply with Gate.io’s separate terms and conditions for the use of its

services and products. You acknowledge and accept that we are not at any time liable to you for any Losses whatsoever arising out of or in connection with your use of Gate.io's services.

You acknowledge and agree that we will, but not obligated to, make reasonable efforts to fulfil all purchases of Digital Assets, but may be unable to do so in some circumstances. If we fail to fulfil any part or all of your purchases, we will notify you and you may need to obtain a new quote if you still want to continue the unfulfilled purchase. We are not at any time liable to you for any Losses whatsoever arising out of or in connection with our failure to fulfil any part or all of your purchases.

In normal circumstances, card payment for the purchase of Digital Assets would be completed within 24 hours. However, there exist circumstances beyond our control. You acknowledge and accept that we are not at any time liable to you for any Losses whatsoever arising out of or in connection with any failure, delay, disruption, interruption or cancellation for whatever reason.

Digital Asset Sale

You may sell supported Digital Assets to us, and the price, the number of Digital Assets that you intend to sell to us, and the amount of Fiat Currency will be confirmed at the time when you place an order for a Digital Asset sale.

Acceptance by us of an order for a Digital Asset sale does not guarantee that you will receive the corresponding amount of Fiat Currency you intend to sell. The sale is conditional upon actual receipt by us of the Digital Assets from you. Upon the receipt of your Digital Assets, the corresponding amount of Fiat Currencies shall be credited to your indicated account by our partner payment institutions.

You acknowledge and agree that we will, but not obligated to, make reasonable efforts to fulfil all sales of Digital Assets, but may be unable to do so in some circumstances. If we fail to fulfil any part or all of your sale, we will notify you and you may need to obtain a new quote if you still want to continue the unfulfilled sale. We are not at any time liable to you for any Losses whatsoever arising out of or in connection with our failure to fulfil any part or all of your purchases.

Authorization, Reversal and Cancellation by You

You acknowledge and agree that all instructions received from your Gate Lithuanian Account will be treated as have been provided or authorized by you and you are fully and solely responsible for any Losses arising from or in connection with such instructions.

You authorize us to initiate the purchase at the quoted purchase price or initiate the sale at the quoted sale price by proceeding the orders to the next step on the Site. You also authorize us and/or our partnered payment institutions to debit any and all of your purchase price and

associated fees disclosed to you, and to receive any and all of your sale price and associated fees disclosed to you.

You cannot cancel, reverse, or change any purchases or sales once you submit the orders for the execution on the Site to continue the purchase, or the sale. You are responsible for ensuring that there are sufficient funds and/or credit limits to make the payment, otherwise the purchase or sale may not be fully fulfilled, and may be partially completed or even cancelled.

Please note that Gate Lithuania sells and purchases only those Digital Assets supported and listed on our Site, and such list for sale and purchase may change without prior notice to you from time to time. Gate Lithuania is not responsible for any delay or failure in the handling of operations arising as a consequence of any problems in the telecommunications, computer and other systems, block or closure of the accounts, freezing or holding of funds, denial of Services, in part or in whole. Respectively, we do not warrant that use of the Services and access to the Site will be uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected. No warranty is given that the Site will meet the requirements of any persons or are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros.

The Services stipulated in this ToU are only available to individual users. Gate Lithuania does not provide any financial or investment advice for you either. No information on the Sites shall be construed as an offer, solicitation, recommendation, financial or investment advice for you to effect any transactions or to conclude any legal act of any kind whatsoever.

Please note that Gate Lithuania is registered in accordance with the applicable laws of the Republic of Lithuania as virtual currency exchange operator and virtual currency wallet service operator. For the avoidance of doubt, please note that Gate Lithuania is not a licensed financial services provider and the Services provided by it are not regulated by the Bank of Lithuania.

6. Eligibility

By registering a Gate Lithuania Account and/or accessing and using our Services, you represent and warrant that:

- (a) you are at least 18 years of age and fully eligible to use our Services in accordance with the laws of your jurisdiction or under the laws of any other jurisdictions to which you may be subject;
- (b) you have full legal capacity and sufficient authorizations to enter into these ToU;
- (c) you do not currently have a Gate Lithuania Account registered with us;
- (d) you have not previously been suspended or banned from using any of our Services or had an account with us closed;
- (e) you are not acting on behalf of any third party who is, or you are not subject to any Sanctions administered or imposed by any Sanctions Authority;

- (f) that the bank account you are depositing/withdrawing Fiat Currencies for the purpose of use of Services is opened and shall remain opened in your name;
- (g) buying, selling and/or trading Digital Assets and using our Services is not unlawful or prohibited under the laws of any jurisdiction to which you may be subject; and
- (h) you are not located in, or a citizen or a resident of a country that is out of scope of our risk appetite.

You may use our Services only to the extent that all Applicable Laws permit. We have no obligation or capability to, and therefore do not, verify whether the use of our Services is permitted under the laws and regulations of any jurisdiction to which you may be subject, and we shall not bear any responsibility for your use of our Services in violation of any such laws and regulations.

If you no longer meet our eligibility criteria at any time after you register an account with Gate Lithuania, you must inform us immediately and we may suspend or close your account. For the avoidance of doubt, you cannot use the Site and the Services, if you fail to meet any customer due diligence standards, requests or requirements of us and/or are deemed high risk by us according to criteria established at the sole our discretion.

We may change our eligibility criteria at any time, including by introducing additional requirements. If we do so, we will update these ToU.

We reserve the right to refuse registration or the commencement of relationship with you under these ToU without reason. You acknowledge and agree that it is at our sole discretion whether to provide you with any or all of the Services.

7. Registration of Gate Lithuania Account and Account Usage

You will need to register for an account (“**Gate Lithuania Account**”) to access and use some or all of our Services for the purposes of buying, selling and/or trading Digital Assets.

You may register a Gate Lithuania Account to access and use our Services as an individual under the laws of a jurisdiction that is not prohibited by us. Prior to registration of any Gate Lithuania Account or establishment of the business relationship with Gate Lithuania, you shall be required to go through our identity verification and customer due diligence process, as required to comply with Applicable Laws in relation to anti-money laundering, counter-terrorism financing, combating proliferation financing, and Sanctions. Your use of our Services is conditional on the successful completion of this process. From time to time, Gate Lithuania may ask you to provide additional information and documents to determine your eligibility to register a Gate Lithuania Account and use our Services.

You may need to agree to additional terms and conditions and/or complete additional verification procedure before you are permitted to access third-party websites, platforms or to use third-party services / products via the Site. You also acknowledge that we are not responsible if you are not allowed to access third party websites, platforms, services, products via the Site as such may be subject to additional / different customer due diligence requirements.

In certain circumstances, we or our partners may require you to submit additional information about yourself, your activities, or your transactions, to provide records, and to complete other verification steps so that we may, among others, establish the source of your wealth and funds for any transactions carried out in the course of your use of the Services.

We reserve the right to refuse to open a Gate Lithuania Account in our sole discretion without informing you for whatever reason, including (but not limited) where we are required or requested to do so by any national or international Regulatory Authority, or where you fail to provide us with sufficient information and documentation, to our satisfaction, to verify your identity or your eligibility to access and use our Services.

You are aware that Gate Lithuania Account can only be used by the person whose name it is registered under. You are fully responsible for all activities that occur under your Gate Lithuania Account, including for ensuring that all persons who access and or use our Services through your Gate Lithuania Account, are aware of the terms and conditions of your Agreement with Gate Lithuania and comply with them. You will be bound by, and hereby authorise Gate Lithuania, to accept and rely on, any Instructions, orders, transactions, notices, communications and any other actions initiated, made, provided or taken by anyone who has accessed or used your Gate Lithuania Account.

You may not register and/or maintain more than one Gate Lithuania Account and we may suspend or close your Gate Lithuania Account if we know or suspect that you are accessing our Services through multiple Gate Lithuania Accounts. Your Gate Lithuania Account is personal to you.

We strive to maintain the safety of user funds entrusted to us and have implemented industry-standard protections for the Services. However, there are risks that may arise from individual user actions. You agree to keep your Gate Lithuania Account login credentials safe and secure, and not share them with anyone. You also agree that you alone are responsible for taking necessary safety precautions to protect your own Gate Lithuania Account and information. You shall be solely responsible for the safekeeping of your Gate Lithuania Account and password on your own, and you shall be responsible for all activities under your Account. We will not be responsible for any loss or consequences of authorized or unauthorized use of your account credentials. If you lose or forget your Gate Lithuania Account login credentials, you should immediately contact us on support@gatelt.com. We may require you to prove your identity and that the Gate Lithuania Account belongs to you before we take any action to restore access to your Gate Lithuania Account.

You are responsible for keeping electronic devices through which the Services are accessed safe and maintaining adequate security and control of any security details that are used to access the Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of such electronic devices and ensuring that such electronic devices are password protected.

We are not liable for any damage or interruptions caused by any computer virus or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available anti-virus software. You should be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us.

If you know of or suspect: (a) any unauthorised access or use of your Gate Lithuania Account, or (b) that your Gate Lithuania Account login credentials have been compromised, you should immediately contact us on support@gatelt.com. Following such notification, we will investigate the matter and may require you to take certain actions in order to restore access to your Gate Lithuania Account. You hereby agree to provide all reasonable assistance and cooperation as we may require or request to restore your Gate Lithuanian Account.

You authorize us to make inquiries, either directly or through third parties, that are deemed necessary to verify your identity or to protect you and/or us against financial crimes and to take action that we reasonably deem necessary based on the results of such enquiries. When we carry out these enquiries, you acknowledge and agree that your personal information may be disclosed to third parties (such as, credit reference and fraud prevention or financial crime agencies, etc.) and that these agencies may respond to our enquiries in full. Additionally, we may require you to wait for a certain period of time after completion of a transaction before permitting you to use Services and/or before permitting you to engage in transactions beyond certain volume limits.

8. Information and Changes

You must, in connection with the Gate Lithuania Account registration process, and thereafter upon our request, provide such information and documentation about you including (but not limited to) information to verify your identity, residential address, financial status and source of wealth, source of funds, activities, as we may require or request from time to time (the “**Counterparty Information**”).

You undertake unconditionally to provide such Counterparty Information as we and/or any third party service providers who we engage to perform customer due diligence, may require or request from time to time, whether (a) on registering a Gate Lithuania Account; (b) prior to execution of any Digital Asset Transaction; (c) in relation to any suspicious activity relating to your Gate Lithuania Account; (d) in connection with any compliance reviews that we carry out; (e) as a result of any changes to Counterparty Information that you previously provided to us; or (f) for any other reason.

As part of the Gate Lithuania Account registration process or any time thereafter, you may be redirected to a website maintained by a third-party service provider who we have engaged to perform customer due diligence and be requested to submit the Counterparty Information to our third-party service provider. Our third-party service provider may give us copies of all Counterparty Information that you have shared with it.

You hereby confirm that all Counterparty Information you provide to us and our third-party service providers will be true, complete, accurate, up-to-date and non-misleading and any supporting documentation shall be authentic and not modified in any way. You further undertake to provide us with at least five (5) Business Days’ prior written Notice of any material changes to the Counterparty Information, unless otherwise agreed and approved by us in writing. If you fail to provide any true, complete, accurate, up-to-date and non-misleading Counterparty Information, we and/or our third-party service providers shall have the right to send you a notice to demand corrections, remove relevant information directly, provide missing information etc., as the case may be, we may suspend the provision of our Services until and

unless such Counterparty Information is provided. You shall be solely and fully responsible for any loss or expenses incurred during the use of the Services if you cannot be reached through the Counterparty Information provided.

We and/or our third-party service providers may make all necessary inquiries and run further checks on your identity and/or the ownership, and background of your business by contacting and consulting relevant registries, Regulatory Authorities or other resources that are available to us.

If we and/or our third party service providers have any reason to believe that any Counterparty Information that you have provided us is wrong, inaccurate, incomplete, outdated or misleading, we may require you to provide corrected, updated, accurate, complete and non-misleading information. If you fail to comply with any such request, it may delay or even prevent the registration of your Gate Lithuania Account, or if you already have a Gate Lithuania Account, we may suspend or close your Gate Lithuania Account.

We and/or our third-party service providers may disclose any and all Counterparty Information provided by you to any national or international Regulatory Authority as required by Applicable Laws.

9. Service Fee

Gate Lithuania makes money when you buy, sell or trade Digital Assets on our Site. By using our Services, you agree to pay all fees, and if applicable based on the Services, we do include a spread in the price to buy or sell Digital Assets through our Services (“**Service Fee**”). The applicable Service Fee shall be agreed by you and temporarily locked in the price for the execution of a Digital Asset Transaction while you review the transaction details prior to submitting your Digital Asset Transaction. Generally, in relation to the Service Fees:

- (a) You agree to pay the Service Fee agreed between you and Gate Lithuania.
- (b) Any Service Fees that we quote for execution of a Digital Asset Transaction shall, subject to subparagraphs 9(c) and 9(d) below, constitute the total fees (including any spreads, fees and/or expenses) payable to us for such Digital Asset Transaction. For the avoidance of doubt, we will not charge other extra service fees. Please note that the final price of each Digital Asset Transaction, inclusive of pricing and fees will be notified to you when you submit the Digital Asset Transaction for the execution.
- (c) Our Service Fee does not include any taxes, levies, duties or other assessments of any nature, including for example value-added, sales, use, consumption or withholding taxes assessable by any jurisdiction (“**Taxes**”). You are responsible for paying all Taxes associated with any Digital Asset Transaction that you carry out through the use of our Services.
- (d) Notwithstanding the above, an extra fee or expense may be incurred and charged by an independent third party including (but not limited to) your bank in connection with any transfers performed in relation to a Digital Asset Transaction (whether settlement of such Digital Asset Transaction finally occurs or not). Additionally, the transfer of Digital

Assets on the applicable blockchain network may be subject to transaction processing costs (“**Gas Fees**”), which are not included in our Service Fees. You acknowledge and agree that you will be ultimately responsible for the payment of any Gas Fees and such extra fees to third parties associated with a Digital Asset Transaction performed through the use of our Services and you will reimburse us for any such fees that we have incurred or paid on your behalf.

- (e) We reserve the right to adjust the Service Fees and any applicable waivers at any time.

10. Prohibited Use of our Services

You shall not use our Services for any illegal, malicious or improper purposes, including (without limitation): (a) activities related to human trafficking; money laundering, terrorist financing, proliferation of weapons of mass destruction; (b) manufacturing, transporting, developing, buying, selling, or otherwise facilitating any of the foregoing activities in relation to any goods or services that are illegal, or the promotion, offer or marketing of which is illegal; (c) the promotion, creation, dissemination or otherwise exploitation of any material or content that is illegal, obscene, pornographic, depicts paedophilia or other sexual content relating to children and/or minors, contains any propaganda promoting or glorifying war or violating human rights and/or dignity; (d) any activity that would violate the Intellectual Property Rights or other rights of any third party; (e) archaeological findings; (f) drugs, narcotics or hallucinogens; (g) weapons of any kind; (h) illegal gambling services; (i) Ponzi, pyramid or any other “get-rich-quick” schemes; (j) goods that are subject to any trade embargo; (k) media that is harmful to minors and violates Applicable Laws; (l) body parts or human remains; (m) the exploitation of endangered and protected animals or plants; (n) any activities that would violate or severely interfere with public interests or negatively affect the legitimate rights and interest of others, whether illegal or not; or (o) any other activity relating to illegal goods, services or transactions.

Without prejudice to the foregoing, you hereby agree that you shall not (a) use our Services to finance, engage in, or otherwise support any of the activities referred to in this clause 10; and (b) interfere with or attempt to interrupt the proper operation of the Services through the use of any virus, device, information collection or transmission mechanism, software or routine, or otherwise access or attempt to gain access to any data, files, or passwords related to us through hacking, passwords or data mining, or any other means.

11. Errors

Where there is an error caused by a system failure or any other reasons in a purchase or sale order confirmation, processing your purchase or sale, or otherwise, we reserve the right to correct such error and revise your purchase or sale accordingly or to cancel the purchase or sale and refund any funds received.

12. Refund

All purchases or sales of Digital Assets made through our Services are final. No return or refund will be supported for your purchase of Digital Assets from us or your sale of Digital Assets to us, except as otherwise provided in the ToU. Where we deliver to you any excess Digital Assets or Fiat Currencies for any reason whatsoever, you agree that you will repay any excess amount to us and/or we may deduct such amount from any amount of Digital Assets or Fiat Currencies which is owed to you by us, or by our partnered payment institutions or by any of Gate Lithuanian affiliates.

13. Suspension, Termination and Closure of Your Gate Lithuania Account

We may, in our sole discretion and without prior written notice to you, suspend, restrict or terminate your access to and use of any or all of the Services, and/or de-activate and close your Gate Lithuanian Account with immediate effect for any reason, including but not limited to where:

- (a) we reasonably believe that we need to do so in order to protect our reputation;
- (b) we reasonably believe that you have breached any Applicable Laws;
- (c) we reasonably believe that you have breached any of the terms of this ToU or any of your representations or warranties;
- (d) we reasonably believe that you have engaged in any market misconduct or improper behaviour such as market manipulation;
- (e) we reasonably believe that you are no longer suitable or eligible for the use of our Services;
- (f) we are, in our reasonable opinion, required to do so by Applicable Laws or pursuant to an order or direction from any Regulatory Authority to which we are subject in any jurisdiction;
- (g) we reasonably suspect that an Event of Default has occurred or is likely to occur;
- (h) we have concerns that an order is erroneous or about the security of your Gate Lithuanian Account;
- (i) we suspect that you use our Services in a fraudulent or unauthorized manner, or for any illegal activities;
- (j) use of your Gate Lithuania Account is subject to any pending litigation, investigation, or government proceedings;
- (k) if we receive legal documentation confirming your death or other information leading us to believe you have died;
- (l) we reasonably believe that providing Services to you could be detrimental to our businesses including but not limited to our operation and systems;

(m) due to other reasons as indicated anywhere in the Agreement or applicable laws.

On closure of your Gate Lithuania Account, your Agreement with Gate Lithuania shall terminate and you shall no longer be entitled to access and/or use our Services. In case of any pending transactions, such transactions shall be cancelled upon Gate Lithuania Account closure event. In the event part of respective transaction was processed (i.e., if payments for Digital Assets were received or Digital Assets were deposited with us), such assets, at the discretion of Gate Lithuania, may be refunded to you by transferring respective amount to your bank account (in case of fiat currency is received) or to your wallet (in case Digital Asset is received), or may be handled in such way that Gate Lithuania considers to be the most appropriate. However, any clauses forming part of your Agreement with us that are intended to survive termination (whether expressly or by implication), shall remain in full force and effect.

We will make reasonable efforts to inform you of any such termination and / or suspension and / closure in advance, or if this is not practicable, immediately afterwards and give its reasons for such actions, unless informing you would compromise security measures or is otherwise prohibited by law or regulatory requirements.

You may also request us to terminate your Gate Lithuania Account due to any reasons. In such event, we will close your Gate Lithuania Account in 7 (seven) business days upon such request received from you via e-mail at support@gatelt.com.

14. Cancellation, Suspension, or Termination of Your Digital Asset Transactions

During the business relationship between you and Gate Lithuania, a Digital Asset Transaction may be immediately cancelled, suspended or terminated by us, in our sole discretion and without prior written notice to you, prior to it being executed under the following circumstances:

- (a) we reasonably believe that your use of our Services is in violation of any Applicable Laws;
- (b) we reasonably believe that you have breached any Applicable Laws;
- (c) we reasonably believe that you are no longer suitable or eligible for the use of our Services;
- (d) we reasonably believe that you have engaged in any market misconduct or improper behaviour such as market manipulation;
- (e) you fail to make any required payment or deliver any agreed Digital Assets as required;
- (f) an Encumbrance is known or suspected to exist on the Digital Assets or fiat currency you deliver to us;
- (g) in our reasonable opinion, the performance or enforcement of any rights or obligations under these ToU, or otherwise related to the provision of Services to you is likely to contravene Applicable Laws;

- (h) we are required to terminate a Digital Asset Transaction (or any part thereof) pursuant to an order or direction from any Regulatory Authority (whether or not the request is legally binding on us);
- (i) we consider it necessary, in our sole and absolute discretion (to be exercised in good faith), to terminate a Digital Asset Transaction to maintain the security and integrity of our Services or systems;
- (j) we reasonably believe that an Event of Default (as set out in clause 15 below) has or is likely to occur;
- (k) due to other reasons as indicated anywhere in the Agreement or applicable laws;
- (l) we reasonably believe that providing Services to you could be detrimental to our businesses including but not limited to our operation and systems.

If we cancel, suspend or terminate any Digital Asset Transaction prior to its execution in accordance with this clause 14, we will give you notice and set out the reasons for such cancellation, suspension or termination, unless we are prevented from disclosing such information to you under Applicable Law or pursuant to an order or direction from any Regulatory Authority.

You agree that we shall have no liability or responsibility for refusing to complete and/or cancelling and/or terminating your Digital Asset Transaction, reversing a transaction, suspending, restricting, or terminating access to the Services (including freezing and locking asset in your Gate Lithuania Account), and/or terminating your Gate Lithuania Account for the reasons anywhere in the ToU or the Agreement.

15. Event of Default

Each of the following events is deemed as an “**Event of Default**”:

- (a) any information or documentation that you provide to us (when registering a Gate Lithuania Account or at any time thereafter) is incorrect, incomplete, out-dated or misleading;
- (b) where you fail to comply with any provision of, or perform any obligation under this ToU in connection with any Digital Asset Transaction;
- (c) any representations and/or warranties made by you cease to be true or accurate in any material respect; or
- (d) we receive notice or have reason to suspect that any Fiat Currency or Digital Assets that you transact with through the use of our Services are Encumbered, is the subject of an ownership dispute with another person, stolen or otherwise were not lawfully acquired by you, or directly or indirectly linked to an illicit source.

16. Indemnity

You agree to defend, indemnify, and hold harmless Gate Lithuania and our affiliates, and each of their and our employees, directors, agents and representatives (each an “**Indemnified Party**”) from and against any losses incurred or suffered (whether directly or indirectly) by such Indemnified Party to the extent that any such Loss arises out of or in connection with:

- (a) the occurrence of an Event of Default;
- (b) your breach of any of representations and warranties set out in these ToU;
- (c) your breach of any Applicable Laws;
- (d) any act or omission on your part (including any default, negligence or fraud);
- (e) your use of our Services.

17. Your Representations and Warranties

You hereby represent and warrant to Gate Lithuania:

- (a) the Counterparty Information that you provide to us and/or our third-party service providers is true, complete, accurate, up-to-date and non-misleading in all respects, except to the extent that you have given us prompt Notice of any changes to such information in writing;
- (b) these ToU, together with the other terms and conditions incorporated by reference into these ToU and forming part of your Agreement with Gate Lithuania, constitutes and creates legally binding obligations on you and are enforceable against you;
- (c) you understand the nature and risks of the subject matter of these ToU and Digital Asset Transactions, and are capable of assuming, and will assume, all risks associated with the ToU, the use of our Services and any Digital Asset Transactions, including (without limitation) those set out in the Risk Disclosure Statement;
- (d) neither the entry into the Agreement with Gate Lithuania, nor completion of any Digital Asset Transactions through the use of our Services, does not or will not violate any statute, regulation, rule, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which you are subject, or conflict with, violate or constitute a default under any agreements, debt or other instrument to which you are a party;
- (e) you enter into this ToU in your own capacity for your own benefit;
- (f) you will not use our Services for any illegal, illegitimate, malicious and/or illicit purposes;
- (g) you will not knowingly or recklessly use and/or take advantage of a technical or technological error, loophole or glitch on our Site or our Services. You agree and undertake not to:

- use or upload, in any way, any software or material onto the Site, in particular those that contain, or which you have reason to suspect contain, computer virus or other malicious, destructive or corrupting code, agent, program or macros (including those which may impair or corrupt the Site’s data or damage or interfere with the operation of another user’s computer or mobile device or the Site);
 - post, promote or transmit any materials or information through the Site which are or may be illegal, misleading, incomplete, erroneous, offensive, indecent, defamatory or which may not be lawfully disseminated under applicable laws or which are otherwise objectionable; or
 - use the Site other than in conformance with the acceptable use policies of any connected computer networks, any applicable internet standards and any other applicable laws.
- (h) you agree to comply with all guidelines, notices, rules and policies pertaining to the use and/or access of the Site and the Services. You hereby acknowledge that we may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or remove the Site (whether in whole or in part), and shall not be liable if any such upgrade, modification, suspension or discontinuation prevents you from accessing the Site or any part thereof;
- (i) You acknowledge and agree that any records created and maintained by us of the communications, transactions, instructions or operations made or performed, processed or effected through the Site or in relation to the Site by you or any person purporting to be you, acting on your behalf or purportedly acting on your behalf, with or without your consent, shall be binding on you for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations;
- (j) you are the sole legal and beneficial owner of all Digital Assets sold, transferred or delivered with good and marketable title free of any Encumbrances thereto, and you have the absolute right to sell, assign, convey, transfer and deliver such Digital Assets free and clear of any Encumbrances;
- (k) unless expressly agreed by us, no third-party agent, broker, finder or other entities acting on your behalf is or will be entitled to any brokers’ or finders’ fee or any other commission or similar fee from us in connection with any Digital Asset Transactions that you perform through the use of our Services;
- (l) you agree, understand and acknowledge that we do not provide and will not provide any investment advice in connection with our Services and you are solely responsible for any and all decisions that you take to buy, sell or trade Digital Assets through the use of our Services;
- (m) you have adequate information to make an informed decision to use our Services and enter into Digital Asset Transactions. You are solely responsible for your decision to undertake each Digital Asset Transaction and you confirm that you have evaluated and understand all risks related to each Digital Asset Transaction;

- (n) other than as expressly set forth in these ToU, you acknowledge that you have not relied on any statements or other representations by us (whether written or oral, except those expressed in these ToU) when entering into any Digital Asset Transactions;
- (o) you will not carry out any transactions involving or by the use of our Services where any of such transactions is likely, or you have reasonable grounds to believe it to be illegal, illegitimate, malicious, illicit, or in contravention of anti-money laundering regulations, Sanctions or any other Applicable Laws; and
- (p) any cards linked to your Gate Lithuanian Accounts are under your name, and belong to yourself rather than any third party.

18. Limitation of Liability (YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE)

- (a) Neither Gate Lithuania, nor any of our affiliates, group companies or their respective directors, employees, agents and representatives shall be liable for any damage or losses caused by errors or omissions in any information, or instructions provided by you in connection with your use of our Services, or any action taken by Gate Lithuania at your direction or pursuant to your instructions.
- (b) Under no circumstances will Gate Lithuania or our affiliates, group companies and their respective directors, employees, agents and representatives be liable any for any indirect, special or consequential losses of any kind arising from your use of our Services, including (without limitation) loss of profit, income, revenue, anticipated saving, loss resulting from business interruption, depletion of goodwill, pure economic loss or any like loss. Gate Lithuania will not be liable for any delay, loss or damages to the extent such delay, loss or damages are attributable to your acts or omissions, or the acts or omissions of any third party.
- (c) Notwithstanding the foregoing, to the fullest extent permitted by Applicable Law, our total aggregate liability and the total aggregate liability of Gate Lithuania's affiliates (and our and their respective employees, directors, agents and representatives) arising out of or in connection with these ToU and/or the Agreement, whether in contract or in tort or other legal theory, shall not exceed the total amount of Service Fees that you have paid to us in connection with your use of our Services during the previous month immediately preceding the event giving rise to the claim for liability.
- (d) Nothing in these ToU shall limit or exclude liability for any matter in respect of which it would be unlawful to limit or exclude liability under Applicable Law.

19. Data Protection and Privacy

We respect and endeavour to protect your privacy. We are the “data controller” and will be responsible for personal data collected from you. As the data controller, we will determine the means and purpose of processing your personal data and implement the organizational and physical security measures in compliance with the General Data Protection Regulations, our Privacy Policy and Cookie Policy (attached as Schedules 2 and 3 respectively). Please refer to

our Privacy Policy and Cookie Policy for details in terms of how we collect, use, store and retain your personal information.

20. Intellectual Property

- (a) Except for any User Content provided by you, all Intellectual Property Rights arising out of or in connection with our Services and/or our Site, including, but not limited to, website logos, databases, website design, text and graphics, software, photos, videos, music, sounds and any combinations of the aforementioned files, and the Intellectual Property Rights of software compilation, associated source code and software (including small applications and scripts) shall be owned by Gate Lithuania or its licensors.
- (b) Gate Lithuania grants you a limited, non-exclusive, non-sublicensable, non-transferable, royalty free licence to access and use our Services for lawful purposes in accordance with these ToU. You may not re-sell, distribute, copy, share, reverse engineer, modify or create derivative works of our Intellectual Property Rights in any way or by any means. You may not use any name, mark, logo or domain name that is in any way similar to Gate Lithuania's marks, logos and domain names. You must refrain from any action or omission that may dilute, damage or interfere with Gate Lithuania's Intellectual Property Rights. The licence granted under this clause 19(b) shall automatically cease and be revoked if your Gate Lithuanian Account or the use of our Services is suspended or terminated for whatever reason.
- (c) You shall not illegally use or dispose of Gate Lithuania's, or any other person's, Intellectual Property Rights in connection with your use of our Services. For any information that you publish on our Site, you may not publish or authorise other websites (or media) to use such information in any manner whatsoever.
- (d) Your logging onto your Gate Lithuanian Account or use of any of our Services shall under no circumstances be deemed to constitute a transfer or assignment of any of our Intellectual Property Rights to you.

21. User Content

In the event that you post, provide, submit, upload or otherwise publish any information, text, data, materials, images or other content on our Site or in connection with your use of our Services ("**User Content**"), you represent and warrant that (a) you own or have the right to grant a right to use such User Content as set out in these ToU; and (b) the User Content and its use by Gate Lithuania as licensed in this clause 21 does not and will not violate, misappropriate or infringe the Intellectual Property Rights of any third party.

You hereby grant Gate Lithuania a royalty free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide licence to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner any User Content.

Gate Lithuania reserves the right to remove any User Content from its Site or the Services at any time in our sole discretion.

22. Third-Party Content

For your convenience, we may display third-party content, data, adverts, links, promotions, logos, products, services, branding, offers or other materials and information in connection with your access and use of our Services. Gate Lithuania does not approve of, control, endorse or sponsor any third parties or their content and makes no representations or warranties in relation to such third-party content.

We are not responsible for the content of any third-party websites that may be linked via our Services, nor should you assume that we have reviewed or approved such third-party websites or their content, nor do we warrant or represent that the links to such websites work, are secure or up to date. You click any links and visit any websites at your own risk.

23. Disclaimers

Our Services are provided “as is” and except for the warranties expressly set out in these ToU, all other warranties of any kind (whether express or implied and including, without limitation, warranties relating to satisfactory quality, fitness for purpose or merchantability) are excluded to the maximum extent permitted by Applicable Law.

Without limiting the foregoing, we make no warranty that (a) our Services will meet your requirements; (b) our Services will always be available or uninterrupted, timely, secure or otherwise error-free, (c) our Services will be free of any viruses, vulnerabilities or other harmful components; (d) any fiat currency or Digital Assets transferred to you in connection with your use of our Services is free of any Encumbrance and not the subject of a dispute or claim.

Although we will use reasonable endeavours to maintain the accuracy of any information and content provided through our Services, we do not warrant that such information and content shall be accurate, reliable, up-to-date or adequate. Gate Lithuania shall not be liable for any Loss or damage that you may suffer or incur (whether directly or indirectly) from your use of such information and content.

By accepting these ToU, you acknowledge that we are not and to any form cannot be considered as financial advisor company, a financial brokerage company or an investment company or fund. By providing the Services we do not provide financial advice in any form.

You are aware that the Gate Lithuania Account is not a bank account, payment account, electronic money account or interest-bearing account and it cannot be associated with these types of accounts and their benefits, including, but not limited to, payment of interest, protection by law, deposit and investment insurance

24. Force Majeure

Gate Lithuania shall not be liable or responsible to you, or be in breach of these ToU, for any failure, delay, interruption or unavailability in the provision of Services or the performance of our obligations hereunder, if and to the extent the foregoing is caused by or results from acts beyond our reasonable control, including, without limitation: (a) acts of God; (b) flood, fire,

earthquake, pandemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist, hacking or cyber threats, attacks or acts, or other civil unrest; (d) any Fork or vulnerability affecting the underlying software protocols governing the operation of any Digital Asset from time to time; (e) any laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees; (f) action by any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction; or (g) other circumstances affecting the supply of goods or services.

25. Tax & Regulatory Matters

We do not make any representation, warranty or otherwise whether the buying, selling or trading of Digital Assets that you carry out through our Services will be subject to any taxation of whatever nature by any authority anywhere in the world. You should obtain independent advice with respect to all Tax and other implications concerning Digital Assets Transactions and/or the use of our Services.

It is your sole responsibility to determine what (if any) Taxes apply to you in connection with any Digital Asset Transaction and/or the use of our Services. You are solely responsible for the assessment, collecting, reporting, payment and/or remittance of the correct Taxes to the relevant competent tax authority in respect of your Digital Asset Transactions and use of our Services. We are not obligated to, nor will we, provide any tax advice to you, determine whether Taxes apply, and we will not calculate, collect, pay or remit any Taxes to any tax authority arising from any Digital Asset Transaction, which is strictly your sole liability unless a tax authority and/or Applicable Law requires us to make any form of deduction or payment in respect of the Tax for which you are liable. In the latter case, you shall increase the amount payable to make up such deduction or payment so we receive the same amount as we would have received if no deduction or payment had been required. We may make such deduction and/or payment to a relevant competent tax authority and you shall indemnify and reimburse us for such payment/deduction and any costs relating to the same, and agree that we shall be entitled to set off such payment in accordance with this clause 25 from any amounts due to you. In the event a tax authority requires information from us in relation to you and/or a Digital Asset Transaction, you hereby agree that we may provide such requested information.

We do not make any representation or warranty regarding any requirement for you to register, obtain or maintain any kind of licence, authorisation or other consent from any Regulatory Authority anywhere in the world in connection with your use of our Services. You should obtain independent advice with respect to your regulatory standing and you shall be solely responsible for your own compliance with any regulatory rules that may apply to you.

26. Release

We are not responsible and will not become involved in any disputes between users of our Services. If you have a dispute with any other users, you release us, our affiliates and our third-party service providers, as well as each of our and their respective officers, directors, agents,

employees and representatives, from any and all claims, demands and damages (actual or threatened) arising out of or in any way connected with such dispute.

Where we are required pursuant to Applicable Law to become involved in any dispute between you and another user of our Services, you agree to indemnify us for all costs and expenses (including legal fees) that we may incur.

27. Complaints

If you have any complaints about these ToU or our Services, please refer to our Complaint Handling Policy attached as Schedule 4 for information on how to report your complaint and our processes for handling any such complaints. The Complaints Handling Policy is incorporated into these ToU by reference and forms part of your Agreement with Gate Lithuania in relation to the use of our Services.

28. FAQs

If you have any questions about these ToU, the Agreement or our Services, you may wish to consult the FAQ page on the Site or alternatively contact our helpdesk at support@gatelt.com.

29. General

(a) Subcontracting

We are entitled to make use of third parties as subcontractors or to provide services to us that we use in connection with the provision of our Services to you, and to change those third parties from time to time.

(b) Amendments

We may amend these ToU from time to time in our sole discretion due to changes to our Services, regulation and/or for any other reason. If we do, we will post the updated version of these ToU on the Site and you are sole responsible for checking the latest version from time to time.

Any amendments to the ToU shall take effect immediately after posting the updated version of these ToU on the Site. Your continued use of our Services following the effective date of such amendments shall constitute your acceptance of the amendments. If you do not agree to any amendments to these ToU, you should cease using our Services and close your Gate Lithuanian Account. Please check our Site for the latest version of these ToU each time you access our Services so that you are familiar with the version that applies at that time.

(c) Third-Party Payments

We do not make any payments or deliveries to a third party other than yourself.

(d) Assignment, Successors and Assignees

This ToU shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Gate Lithuania may assign, transfer or otherwise deal with its rights under these ToU without your prior written consent. If you are not satisfied with any assignment, transfer or other dealing as contemplated by this clause, you should stop using our Services immediately. You may not assign, transfer or otherwise deal with your rights and/or obligations under these ToU without the prior written consent of Gate Lithuania, such consent to be subject to Gate Lithuania's sole and absolute discretion. Any assignment, transfer of rights under this ToU or the creation or variation of any interest in such rights in violation of this clause 29(d) shall be null and void.

(e) **No Partnership or Third-Party rights**

These ToU do not create any agency, partnership, employment or fiduciary relationship between you and Gate Lithuania. Save as expressly provided in these ToU, these ToU do not confer any third-party rights.

(f) **Severability**

If the whole or any part of a provision of this ToU is void, unenforceable or illegal in a jurisdiction, it shall be deemed severed for that jurisdiction. The remainder of this ToU shall remain in full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this ToU or is contrary to public policy.

(g) **Governing Law**

This ToU shall be governed by, and construed and enforced in accordance with, the laws of Republic of Lithuania, without giving effect to the principles of conflicts of law thereof. If any controversy, claim or dispute arises out of this ToU, you and Gate Lithuania shall first use best efforts to communicate with each other and negotiate in good faith to resolve such controversy, claim or dispute. Otherwise, each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Lithuania.

(h) **Remedies Cumulative**

The rights, powers and remedies provided in this ToU are cumulative with and not exclusive of the rights, powers or remedies provided by laws.

SCHEDULE 1 – RISK DISCLOSURE STATEMENT

When using our Services and the Site you are exposed to certain risks, which are explained in this Statement.

This Risk Disclosure Statement (the “**Statement**”) intends to give you information on the potential risks associated with the Digital Assets, which are related to the Services that we provide. The prices of Digital Assets are very volatile, and often materially more volatile than traditional financial instruments (e.g., shares, bonds etc.). The Services carry a high degree of risk and may not be suitable for every person.

Respectively, this Statement provides you with information about the risks associated with the Services, however, it cannot and does not explain and disclose all of the risks and other aspects involved in using the Services and holding, buying, selling or engaging in transactions related to Digital Assets, nor how such risks relate to your personal circumstances, financial standing and tolerance for risk. There may be additional risks that are not foreseen or identified in this section. Therefore, the list of risks prescribed here in the Statement shall not be deemed as exhaustive list:

General Market Risk: The market for Digital Assets is new and uncertain. You should not invest funds that you are not prepared to lose in their entirety. Whether the market for one or more Digital Assets will move up or down, or whether a Digital Asset will lose all or substantially all of its value, is unknown. You should be cautious about holding Digital Assets and are warned that you should pay close attention to your position and holdings, and how you may be impacted by sudden and adverse shifts in trading and other market activities. Investment in Digital Assets involves significant risks and it is possible that you may lose a substantial proportion or all of your investment. Performance of Digital Assets is subject to various factors. You should carefully consider whether you can afford to bear the risks of investing in Digital Assets.

Liquidity Risk: Markets for Digital Assets have varying degrees of liquidity. Some are quite liquid while others may be thinner. Thin markets can amplify volatility. There is never a guarantee that there will be an active market for one to sell, buy, or trade Digital Assets or products derived from or ancillary to them.

Legal Risk: The legal status of certain Digital Assets may be uncertain. This can mean that the legality of holding or trading them is not always clear. Whether and how one or more Digital Assets constitute property, or assets, or rights of any kind may also seem unclear. You are responsible for knowing and understanding how Digital Assets will be addressed, regulated, and taxed under the Applicable Law.

Enforcement actions: We may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. This may result in you losing access to your Gate Lithuania Account and may further result in the loss of any Digital Assets stored or held on your Gate Lithuania Account.

Exchange Risk (Counterparty Risk): Having Digital Assets on deposit or with any third party in a custodial relationship has attendant risks. These risks include security breaches, risk

of contractual breach, and risk of loss. You should be wary of allowing third parties to hold your property for any reason.

High Price Volatility: The value of Digital Assets is entirely derived by market forces of supply and demand, and they are much more volatile than most of the traditional fiat currencies and commodities like silver and gold. It is common for prices to increase or decrease significantly in a single day. Although this could result in profits, this could also result in huge losses. You should carefully consider whether you can afford to bear the risks of investing in Digital Assets.

Limited Supervision: Most Digital Assets markets are not regulated or supervised by any relevant authorities. There is no centralized authority or entity that can take measures to protect the value of a Digital Asset in a crisis or adjust its supply.

Increased Cyber-Attack and Fraud Risk: Digital Assets are often targeted by hackers and criminals who commit fraud. The nature of Digital Assets and distributed ledger technology may lead to an increased risk of cyber-attack.

Account security risk: Unauthorized access by third parties of your login credentials to gain access to your Gate Lithuania Account, including through carelessness or forgetfulness by you, as the Gate Lithuania Account holder, or the third-party obtaining control over another device or Gate Lithuania Account used by you in connection with any enhanced security measures enabled for your Gate Lithuania Account.

Irreversible Transactions and Self-Custody: Due to the decentralized nature, transfers of Digital Assets may be irreversible, and, therefore, losses due to fraudulent or accidental transactions may not be recoverable. The loss of private keys to your Digital Asset wallet created outside of regulated exchanges may result in losing access to your funds.

Risk of Software Weakness: Because the Services are based on blockchains or other distributed ledgers, any malfunction, breakdown or abandonment of any blockchain may have a material adverse effect on the Services. Moreover, advances in cryptography, or technology could present risks to the Services, by rendering ineffective the cryptographic consensus or other technological component mechanisms that underpins blockchains.

Risk of Mining Attack: Some blockchains are susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and rare condition attacks. Any successful attacks present a risk to the services, and the expected proper execution and sequencing of transactions carried out through the Services. You understand and accept that the network of miners will ultimately be in control of the delivery of Digital Assets via the blockchain, and that a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the blockchain.

Risks Arising from Taxation: The tax characterization of Digital Assets is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of any Digital Asset, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

Unauthorized Access: You must accept the Terms of Use regarding your care, due diligence and responsibility in handling and storage of the unique log-in credentials to your Gate

Lithuania Account.

Delays in Transfers: All incoming and outgoing transfer of assets are subject to screening by us in line with international regulatory standards. Certain patterns and sizes of transactions will be subject to enhanced scrutiny which could result in delays or rejection of the transfer request. Also, any issues arising from our own systems and that of third parties may also cause a delay in transfer.

Third Party Outages: As with all modern financial services firms, we deliver our Services to you using an array of third-party providers. While the performance of these providers is monitored on a constant basis, an outage at one of the firm's partners could affect its service to you in the short-term.

System Risk: You acknowledge and understand that we may experience system interruptions or delays due to outages, power loss, telecommunications failure, disasters, cyberattacks, system malfunctions, or other events. Such interruptions or delays may affect our Services to you temporarily.

Third Party Risks: You acknowledge and understand that you may suffer losses incurred from actions or conditions regarding third parties, including those engaged or partnered by us for the provision of our own Services to you, such as liquidity providers, payment service providers, and IT service providers etc., those engaged by yourself for the use of our Services (e.g., the banking services or wallet services you use), as well as those neither engaged by you nor by us. Respectively you acknowledge that there may be additionally associated risks with the usage of a third party's websites / platforms and their services which may be accessible via the Site, therefore it is your responsibility to carefully familiarize yourself with such before starting to use any of services, content or products of a third party.

Deposit Guarantee Scheme: You acknowledge and understand that although we are registered virtual currency exchange operator and virtual currency wallet operator in Lithuania, we or our account holders are not covered by any government backed compensation scheme or protections offered to investors or other creditors like those authorized or otherwise regulated institutions, such as regulated banks such as the Global Deposit Guarantee Scheme or the Global Investor Compensation Scheme.

Unanticipated Risks: The risks described herein are not nor are they intended to be a comprehensive or exhaustive list of risk factors. You remain responsible for taking care to understand the technology, economic and legal nature of Digital Assets and for carefully managing your exposure in accordance with that understanding and your risk appetite for innovative, volatile and speculative new technologies and Digital Assets.

Foreign Exchange Risk: We do not guarantee the availability of any exchange rate. We do not guarantee that you will be able to buy and/or sell your Digital Asset on our platform at any particular price or time.

Information Risk: Risk that third parties may obtain unauthorized access to information or assets (including your Digital Assets) stored on your behalf. There is a risk of cyber-attacks on the security, integrity or operation of the Digital Assets' blockchain or other underlying technology. There are risks associated with utilizing an Internet-based system including, but not limited to, the failure of hardware, software, and Internet connections, the risk of malicious

software introduction.

Liquidity Slippage Risk: We make proper efforts and works to monitor and maintain liquid order books. Nevertheless, market conditions might create a lack of liquidity that might create a severe devaluation of the asset or a strong slippage on price when creating a market order.

Risk of dissolution of Gate Global or network: It is possible that, due to any number of reasons, including, but not limited to, the negative adoption of the Services, the failure of commercial relationships, or intellectual property ownership challenges, the Services may no longer be viable to operate and we may dissolve which may result in any Digital Assets stored or held on your Gate Lithuania Account becoming irrecoverable and/or permanently lost.

Insolvency Risk. Our insolvency due to the failure of our business or otherwise, or any default by us may lead to you not being able to recover all the Digital Assets / Fiat Currency transferred.

The above list does not identify risks that may be additionally associated with the usage of a third party's services accessible via the Site, therefore it is your responsibility to carefully familiarize yourself with such before starting to use any of services, content or products of a third party.

Please read this Statement carefully and also kindly note that the above listed risks are only indicative and not exhaustive.

SCHEDULE 2 – PRIVACY POLICY

Gate Global UAB (“**Gate**”, “**we**”, “**us**”, “**our**”, “**ours**”) are committed to protecting your privacy in accordance with the applicable data protection laws.

We offer services in or from within Lithuania, which is a part of the EU. **Data Protection Legislation** in this Privacy Policy (the “**Policy**”) means the EU’s General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”) and No. XIII-1426 of 30 June 2018 amending Law No. I-1374 (only available in Lithuania) (“**Personal Data Protection Law**”, or “**PDRL**”), and guidance and recommendations by EU Personal Data Protection Board and State Data Protection Inspectorate (“**SDPI**”).

This Policy describes our current policies and practices in relation to the collection, handling, use and disclosure of personal information through our websites, pages, features, mobile applications, API, and other online products and services that link to this Policy (collectively, the “**Platform**”, or “**Gate Platform**”) or when you otherwise interact with us. It also deals with how you can complain about a breach of the privacy laws, how you can access the personal information we hold about you and how to have that information corrected.

We encourage you to read the Policy carefully before proceeding further as it forms part of our Terms of Use.

By opening an account with us and using our Platform and services, you acknowledge that you are aware about the terms of this Policy.

1. THE DATA WE COLLECT

We collect and process various categories of personal data at the start of and for the duration of our relationship with you. Some categories of personal data are kept beyond the termination of our relationship where so required and there is a legitimate purpose for doing so. We limit the collection and processing of information to what is necessary to achieve one or more of the lawful bases identified in this Policy.

When you register an account and/or use our Platform with us, we may ask you for the information we need to verify your identity and support such services provided on the Gate Platform in order to facilitate the provision of buying, selling and trading digital assets. This can include a broad range of information such as:

- (a) **Personal information:** This may include full name, residential address, age, gender, signature, e-mail address, mobile number, date of birth, nationality, passport number, driver’s license details, national identity card details, photographs, employment information, utility bills, and /or financial information. We may also ask you to provide evidence of your identity such as asking for a copy of your passport or driving licence, and proof of residence and/or proof of income. We are required to ask for this information to comply with anti-money laundering (AML) legislation to ensure we safeguard against and report any suspicious activities.

- (b) **Logging information:** We collect log information about your use of the Platform, including the type of browser you use, app version, access times, pages viewed, your IP address, any other network identifiers, and the page you visited before navigating to our Platform.
- (c) **Device information:** We collect information about the computer or mobile device you use to access our Platform, including the hardware model, operating system and version, unique device identifiers, and mobile network information.
- (d) **Activities on the Platform:** We collect records of your activities on our Platform, including, any content you post, your account details, the time, value and currency and cryptocurrency, pricing of any purchase, sale or transaction made and the payment method.
- (e) **Location information:** In accordance with your device permissions, we may collect information about the precise location of your device.
- (f) **Information Collected by Cookies and Other Tracking Technologies:** We use different technologies to collect information, including cookies and web beacons – please see section 13 for more details.
- (g) **Transaction Information.** Transaction information as you use our services, including deposit snapshots, account balances, trade history, order activity and distribution history, bank account number, identification data of e-wallet, amount of currency and cryptocurrency during transaction, account statement.
- (h) **Financial Information.** Your bank account, e-wallet information, credit card information (including the card number, expiry date and CVC), tax identification number, transaction history and trading data.
- (i) **Information collected in accordance with the requirements of the laws.** Results from Politically Exposed Persons (PEP) Screening & Sanction screening, any additional personal data required for proving Source of Funds (e. g. employment contract, certificate of inheritance, etc.), data on the management structure and business activity, etc.

2. HOW DATA IS COLLECTED

We collect your personal data in the following manner:

- (a) Information you provide to us directly when contacting us;
- (b) Information we receive from third parties, such as third-party service providers;
- (c) Information acquired by us during the course of our relationship and dealings with you;
- (d) Information collected through the use by you of our website, platforms and applications; and
- (e) Information gathered from publicly available sources.

3. THE LEGAL BASES FOR THE PROCESSING OF YOUR DATA

To process personal data, we need a valid lawful basis under the Data Protection Legislation which will justify the processing. The purposes for which your personal data is collected and processed include the following:

Contractual necessity

This lawful basis applies to most of our processing activities in relation to personal data belonging to our customers/clients. It applies both during the pre-contractual stages of our relationship (when you are signing up) as well as once the contractual agreement(s) are in place.

Compliance with a legal obligation to which we are subject

We are subject to other legal obligations other than the Data Protection Legislation, which may require us to process personal data. For example, we are required to retain information in accordance with record-keeping requirements under applicable legislation. Further we may need to carry out certain investigations, customer due diligence, and reporting for the purposes of anti-money laundering (including counterterrorist and proliferation financing) legal and/or regulatory requirements.

Legitimate interests of Gate or a third party

We may also process your personal data where it is in our legitimate interests (or the interests of a third party) to do so, provided that those interests override your interests or fundamental rights or freedoms. There may be cases where your interests and fundamental rights could override our legitimate interests. This may happen in cases where personal data are processed in circumstances where you do not reasonably expect further processing. We will always need to (i) identify a legitimate interest (ii) show that processing is necessary to achieve it, and (iii) balance it against your interests, rights and freedoms. Some non-exhaustive examples of situations where we may seek to pursue legitimate interests are:

- for marketing purposes;
- for the exercise, establishment or defence of legal claims; and
- to prevent fraud.

Consent

We rarely rely on your consent to process your personal data, as usually another lawful basis will be more suitable. Where we do seek to rely on your consent, we will always ensure that this consent is fairly obtained by clearly informing you about why your consent is needed. We will usually require that you provide your consent through a clear, affirmative action such as ticking a box, toggling/swiping a button or switch on our website or on a mobile application, signing your name or other suitable method that can clearly evidence your consent. Non-exhaustive examples of when we may need your consent are:

- to enable a feature on a mobile device application; or
- to enable us to place cookies and similar technologies in accordance with our Cookie Policy.

4. USE OF YOUR PERSONAL DATA

We may use the personal information that you provide, or which is collected by us in accordance with this Policy and relevant laws, to:

- (a) provide you with our services;
- (b) verify your identity and carry out checks that we are required to conduct by applicable laws and regulations, including without limitation, “know your client”, anti-money laundering, fraud, sanctions and politically exposed person (PEP) checks;
- (c) contact you on matters related to your account, including, to request any additional information or documentation;
- (d) provide you with notices related to your account, general updates, market updates and other marketing materials, including, the services offered by Gate - we will give you the option of electing not to receive these communications and you can unsubscribe at any time by notifying us that you wish to do so;
- (e) tailor the products and services offered through the Platform to you, including without limitation, to perform any suitability or appropriateness assessments for using our services and/or products;
- (f) enable us to manage your ongoing requirements and our relationship with you, for example, to process transactions, troubleshoot a problem, prevent or investigate illegal or potentially illegal activities - we may do so by electronically unless you tell us that you do not wish to receive electronic communications;
- (g) customise and improve our Platform;
- (h) assess your risk score according to parameters determined by us;
- (i) assess whether you qualify as a professional client, wholesale client, institutional client or other specific category of clients;
- (j) detect and reduce risks of fraud;
- (k) to enforce/defend our rights;
- (l) to meet our internal policy requirements;
- (m) to market our products to you;
- (n) maintain administrative records relating to our business; and
- (o) set up security measures to secure your account, including without limitation, to carry out two-factor authentication.

5. INCOMPLETE AND INACCURATE INFORMATION

If you do not provide us with some or all of the information that we ask for, we may not be able to verify your identity and as such you may not be able to open a trading account with Gate and use our Platform.

You can provide and update your information at any time by visiting the “Account” page in our Platform. We recommend that you update your profile in your account regularly, to ensure that the functions offered to you are appropriate for your current circumstances. You may have to update such information upon our request, if we consider the information provided as untrue, incorrect, incomplete and/or inconsistent with other information provided by you at any time. You acknowledge that we may rely upon such information and that you are responsible for any damages or losses which may result from any inaccuracies, including without limitation, the inappropriateness of our services to you.

6. SHARING OF INFORMATION

We will not share the personal information we hold about you except in the following circumstances:

- (a) between and among Gate’s internal corporate entities and our current and future parents, affiliates, subsidiaries, and other companies under common control and ownership; and
- (b) with professional advisors, vendors, consultants, and other service providers, such as transaction service providers, IT hosting companies, banks, other financial institutions and credit reference agencies who need access to such information to carry out work on our behalf;
- (c) in connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition of all or a portion of Gate by another company;
- (d) in response to a request for information if we believe disclosure is in accordance with, or required by, any applicable law or legal process, including lawful requests by public authorities to meet national security or law enforcement requirements;
- (e) if we believe your actions are inconsistent with our user agreements or policies, or to protect the rights, property, and safety of Gate or others.

7. SECURITY AND INTEGRITY OF INFORMATION

We strive to ensure the security of your personal information and information that we collect related to you or your activities on our Platform. We protect your personal information by using data security technology and using tools such as firewalls and data encryption. We also require that you use a personal username and password every time you access your account online. As set out in Gate’s terms of use, you must not share your password with anyone else.

Where it is necessary for us to share your personal information with a third party, we will ensure that third parties only process your personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure.

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions.

We have also put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

8. TRANSFER OF INFORMATION OUTSIDE THE EUROPE UNION AREA

We will, in certain circumstances where necessary (for example when we process and store your personal information using data centers located outside the European Union), transfer the personal information we collect about you outside the European Union. At the time of this policy the only country we transfer personal information is Japan.

Japan is deemed by the European Commission to provide an adequate level of protection for your personal information. Also, to ensure that the security of your personal information we have put in place appropriate measures to ensure that your personal information is treated by those third parties in a way that is consistent with and which respects Data Protection Legislation for example by stipulating this as part of our contract with our third-party suppliers.

If you would like further information about the safeguards in place for transfers of personal information to other third parties outside of the European Union, under the applicable data protection laws, please contact us using the details set out in section 15 of this Policy.

9. DATA RETENTION

We strive to maintain the relevance, reliability, accuracy, completeness and currency of the personal information we hold and to protect its privacy and security.

We keep personal information only for as long as is reasonably necessary for the purpose for which it was collected or to comply with any applicable legal or ethical reporting or document retention requirements. We will not retain your personal data in a form which permits the identification of the data subject for longer than needed for the legitimate purpose or purposes for which we originally collected it, including for the purpose of satisfying any legal, accounting or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we will anonymize your personal information so that it can no longer be associated with you, in which case we will use such information without further notice to you.

We are obligated to retain personal data about you and your transactions for such time until the retention of your personal data is no longer necessary for any business or legal purpose, i. e. in order to comply with anti-money laundering and countering the financing of terrorism and other obligations applicable to us.

Once collected, we may retain your data related to financial transactions for up to 8 years following the date of your last transaction or the date you close your account (whichever is the later). This time limit may be additionally extended if a reasonable ground exists.

The personal data storage period is set based on the below principles:

Usually, we keep data during the course of the provision of services, during the validity of the contract and 10 years after the expiration of the contract or legal relationships, while executing the requirements set forth in legal acts related to document archiving and in order to declare, execute or defend the legal claims.

If the transaction has not been concluded, we will store personal data for 3 years from the date of its receipt. If a transaction is refused due to the implementation of money laundering and terrorist financing prevention measures, personal data shall be stored for 8 years from the moment of refusal.

According to the requirements of legal acts regulating the prevention of money laundering and terrorist financing, we will process personal data for 8 years from the date of receipt. This time limit may be additionally extended if a reasonable ground exists.

If you revoke your consent for data processing or the data processing term expires (when the data is processed on the basis of your consent), only the data confirming the fact of your consent is retained for 5 years from the end of the consent period or the cancellation of consent in order to declare, execute or defend the legal claims.

At the end of the retention period, we will securely delete or destroy data retained, and require our sub-processors or third-party suppliers to do likewise.

10. YOUR RIGHTS

Under the Data Protection Legislation, you have certain rights and protections regarding the processing of your personal information. For example, in certain circumstances you have the right to:

- (a) Request access to your personal information. This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- (b) Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- (c) Request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).

- (d) Object to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.
- (e) Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- (f) Request the transfer of your personal information to another party.

Individuals also have the right to complain about the use of their personal information to the supervisory authority which is the SDPI. You may contact the SDPI on the below details:

Address: State Data Protection Inspectorate, L. Sapiegos str. 17 (Left-hand entrance), LT-10312 Vilnius

Email: ada@ada.lt

Phone: (+370) 5 212 7532

Fax: (+370) 261 9494

Website: <https://vdai.lrv.lt/>

If you have a concern about our processing of personal data that we are not able to resolve through our internal resolution process, you have the right to lodge a complaint with the data privacy authority where you reside. For contact details of your local Data Protection Authority, please see: http://ec.europa.eu/justice/data-protection/article-29/structure/data-protection-authorities/index_en.htm.

11. USE OF THIRD PARTY LINKS

Occasionally, at our discretion, we may include or offer third party products or services on our Platform. These third-party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our Platform and welcome any feedback about these sites.

12. EXISTENCE OF AUTOMATED DECISION-MAKING

You have a right not to be subject to a decision based solely on automated processing (i.e., by computers and without human intervention), including profiling, which produces legal effects concerning you or similarly significantly affects you.

However, this right does not apply when the decision:

- is necessary for entering into, or performance of, a contract between you and us;
- is required or authorised by law; or

- is based on your explicit consent.

Although certain third parties may use automated decision-making tools or software, we do not use automatic decision-making or profiling when processing personal data. If this changes, we will confirm this with you and provide meaningful information about the logic involved, as well as the significance and the envisaged consequences for you.

13. COOKIES

We use technology to collect anonymous information about the use of our platform. For example, when you browse our Platform, our service providers log your server address, the date and time of your visit, the pages and links accessed and the type of browser used. It does not identify you personally and we only use this information for statistical purposes and to improve the content and functionality of our website, to better understand our clients and markets and to improve our services.

The Cookie Policy addresses the processing of your personal data using Cookies. You can find out more about our use of Cookies in our Cookie Policy.

14. DATA BREACHES

The accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data is known as a “data breach”. Data Protection Legislation imposes certain requirements on controllers to identify, assess and report data breaches in a timely manner.

Where we have to provide a notification to the SDPI, this shall be done without undue delay and, where feasible, not later than 72 hours after we became aware of a data breach. Where the notification to the SDPI is not made within 72 hours, it will be accompanied by reasons for the delay.

We undertake to inform you, when required, if your personal data is compromised and there is a high risk to your rights and freedoms as a result.

15. QUESTIONS AND COMPLAINTS AND HOW TO CONTACT US

We welcome your questions and comments about privacy. If you have any concerns or complaints, please submit a support request from Gate’s website, email us at support@gatelt.com. Your complaint will be considered by us through our internal complaints resolution process and we will try to respond with a decision within 30 days of you making the complaint.

16. CONFIDENTIALITY

Employees and / or authorized persons must comply with the principle of confidentiality and keep confidential any information relating to the Personal Data with which they have become aware in the course of their duties, unless such information is public in accordance with

applicable laws or regulations Employees and / or authorized persons must also comply with the principle of confidentiality at the end of the labor relations and / or contract under which the person has acted. The obligation of confidentiality shall also apply after the Employee and / or the authorized person change the position in the Company. The principle of confidentiality also implies that persons who process Personal Data are prohibited from disclosing them without the Company's written permission.

17. CHANGES TO THIS POLICY

The Policy will be reviewed from time to time to take account of changes to our operations or practices and, further, to make sure it remains appropriate to any changes in law, technology and the business environment. Any personal information held will be governed by our most current Policy.

18. LIMITS TO YOUR RIGHT TO INFORMATION

Your right to information is limited in certain cases. The requirements to give information do not apply insofar as:

- the provision of information to you proves impossible or would require disproportionate effort on our part in order to provide. This is provided that we take appropriate steps as controller to protect your rights as a data subject, your freedoms and your legitimate interests, including by making information publicly available (as this Policy intends to do);
- obtaining or disclosure is expressly laid down by Data Protection Legislation which we are subject and which provides appropriate measures to protect your legitimate interests;
- the personal data must remain confidential subject to an obligation of professional secrecy regulated by Lithuanian law (such as statutory obligations of secrecy); or
- you already have the information.

SCHEDULE 3 – COOKIE POLICY

This Cookie policy (“**Cookies Policy**”) explains how Gate Global UAB (“**Gate**”, “**we**”, “**us**” and “**our**”) use Cookies (“**Cookies**”) and similar technologies when you access our websites, pages, or features (collectively, “**Site**”), use our product, and/or interact with our online advertisements or marketing emails (collectively the “**Services**”). It explains what these technologies are and why we use them, as well as your rights to control our use of them.

In some cases, we may use Cookies and similar technologies to collect personal information, or information that becomes personal information if we combine it with other information. In such cases our Privacy Policy will apply in addition to this Cookie Policy.

If you have any questions about our use of Cookies or other technologies, please email us at support@gatelt.com.

WHAT ARE COOKIES?

Cookies are small files, typically of letters and numbers, downloaded onto your computer or mobile device when you visit certain websites or mobile apps. When you return to these websites or mobile apps, or visit other websites that use the same Cookies, the websites or mobile apps recognize these Cookies and your browsing device. A cookie cannot read data off your hard drive or read cookie files created by other websites.

Cookies set by the website or mobile app operator are called “first party Cookies”. Cookies set by parties other than the website or mobile app operator are called “third party Cookies”. The parties that set third party Cookies can recognize your computer or mobile device both when you visit our website or mobile app or when you visit certain other websites and/or mobile apps.

We treat information collected by Cookies and other technologies as non-personal information. However, to the extent that IP addresses or similar identifiers are considered personal information by applicable laws, we also treat these identifiers as personal information. If we combine non-personal information with personal information, the combined information will be treated as personal information for as long as it remains combined.

More information on Cookies and their use and regulations can be found at www.aboutCookies.org, www.allaboutCookies.org, <https://gdpr.eu/Cookies/> or https://edps.europa.eu/data-protection/our-work/subjects/epriacy-directive_en (known as the “cookie law”).

The use of Cookies and similar technology is subject to data protections laws. Lithuania is a part of the EU. **Data Protection Legislation** in this Cookie Policy has the same meaning given in our Privacy Policy, namely refers to the EU’s General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”) and No. XIII-1426 of 30 June 2018 amending Law No. I-1374 (only available in Lithuania) (“**Personal Data Protection Law**”, or “**PDPL**”), and guidance and recommendations by EU Personal Data Protection Board and State Data Protection Inspectorate (“**SDPI**”).

WHY DO WE USE COOKIES?

Cookies are an important tool that can give our business a great deal of insight into their users' online activity, and therefore subject to Data Protection Legislation.

When you access our Services, we or companies we work with may place Cookies on your computer or other devices. These technologies help us better understand user behaviour and inform us about which parts of our websites or mobile apps people have visited.

We use first party and third-party Cookies to recognize you as a Gate customer, customise our Services, content, and advertising, to measure promotional effectiveness, and to collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.

Cookies from third-party service providers who may use information about your visits to other websites to target advertisements for products and services available from us may be placed in our website or mobile app. We do not control the types of information collected and stored by these third-party Cookies. You should check the third-party's website for more information on how they use Cookies.

The following are some examples of non-personal information that we may collect and how we may use it:

- a) We may collect and store details of how you use our Services - such information will not be associated with your IP address except in limited instances to ensure quality of our Services over the Internet.
- b) We may collect information such as your language, zip code, area code, unique device identifier, referrer URL, location, and the time zone so that we can better understand customer behaviour and improve our Services.
- c) We may collect information regarding customer activities on our website or mobile app, which is used to understand which parts of our Website, mobile app and Services are of most interest. This data is aggregated, and thus is considered non-personal information for the purposes of this Cookie Policy.

WHAT TYPES OF COOKIES DO WE USE?

We use the following types of Cookies:

Strictly Necessary Cookies

These Cookies are essential because they enable you to move around our Services and use certain features on our Services. For example, strictly necessary Cookies allow you to access secure areas. Without these Cookies, some of the Services cannot be provided.

Performance/Analytics Cookies

These Cookies collect information about how you use a website or mobile app. For example, a performance/analytics cookie will collect information about which pages you go to most often, how much time you spend on that page, or if you get error messages from certain pages.

These Cookies do not gather information that identifies you. The information these Cookies collect is anonymous and is only used to improve how our Services work.

Functionality Cookies

These Cookies allow us to remember the choices you make and to tailor our Services so we can provide relevant content to you. For example, a functionality cookie can remember your preferences (e.g., country or language selection), or your username.

Session Cookies

We use session Cookies when you access our website, mobile app or content. Session Cookies expire and no longer have any effect when you log out of your account or close your browser or app. These Cookies can contain significant amounts of information about your online activity, preferences, and location.

HOW LONG WILL COOKIES STAY ON MY BROWSING DEVICE?

The length of time a cookie will stay on your browsing device depends on whether it is a "persistent" or "session" cookie. Session Cookies will only stay on your device until you stop browsing. Persistent Cookies stay on your browsing device until they expire or are deleted (i.e. until you erase them or your browser does, depending on the cookie's expiration date).

WHAT OTHER SIMILAR TECHNOLOGIES DO WE USE?

In addition to Cookies, we may use other similar technologies, like web beacons to track users of our Services. Web beacons, or "clear gifs," are tiny graphics with a unique identifier, similar in function to Cookies. They are used to track the online movements of web users.

In contrast to Cookies which are stored on a user's computer hard drive or device, clear gifs are embedded invisibly on web pages and are about the size of the period at the end of this sentence. We and our third-party service provider employ web beacons for the reasons stated above (under "Cookies"), and primarily to help us better manage content on our Services by informing us which content is effective.

DO WE USE ADVERTISING COOKIES?

We use third party service providers to display advertisements on our Services and serve advertisements on other third-party sites that are more relevant to you or your interests. They are also used to limit the number of times you see an advertisement, as well as help measure the effectiveness of the advertising campaign. They remember that you have visited a website and this information may be shared with other organizations, such as advertisers. This means that after you have visited our websites, you may see some advertisements about our Services elsewhere on the Internet. The information collected through this process by the third-party service providers does not allow us or them to identify your name, contact details or other personal information that directly identifies you unless you choose to provide these. Such advertisements will only be delivered where permitted by applicable Data Protection Legislation.

HOW TO MANAGE COOKIES, SIMILAR TECHNOLOGIES AND TARGETED ONLINE MOBILE ADVERTISING

You have the right to decide whether to accept Cookies. You can exercise your preferences in relation to Cookies served on our Sites by taking the steps outlined below.

Our Cookies (or, "First-Party Cookies")

You can use the browser or mobile device with which you are viewing this website or app to enable, disable or delete Cookies. To do this, follow the instructions provided by your browser (usually located within the "Help", "Tools" or "Edit" settings) or mobile device. Please note, if you set your browser or app to disable Cookies, you may not be able to access secure areas of the Sites. Also, if you disable Cookies other parts of the Services may not work properly. You can find more information about how to change your browser cookie settings at <http://www.allaboutCookies.org>.

Mobile Advertising

You can opt out of having your mobile advertising identifiers used for certain types of advertising by accessing the settings in mobile device and following the instructions. If you opt-out, we will remove all data about you and will not collect any further data. The random ID previously assigned to you will be removed. Thus, if at a later stage, you decide to opt-in, we will be unable to continue and track you using the prior ID and you will for all practical purposes be a new user.

Third-Party Cookies

Advertising networks and similar entities that use targeting/advertising cookies are activated on our website or mobile app after you have expressly consented to application of such cookies using our pop-up window. For more information about third-party advertising networks and similar entities that use these technologies, please see <http://www.aboutads.info/consumers>.

Do Not Track

Some Internet browsers, such as Internet Explorer, Firefox, and Safari, include the ability to transmit "Do Not Track" or "DNT" signals. Since uniform standards for "DNT" signals have not been adopted, our Sites do not currently process or respond to "DNT" signals.

CHANGES TO THIS COOKIE POLICY

We may update this Cookie Policy from time to time to reflect, for example, changes to the Cookies we use or for other operational, legal or regulatory reasons. If we do, you will be notified when you first visit our website or mobile app after the change. You can also revisit this page if you wish to keep yourself informed.

SCHEDULE 4 – COMPLAINT HANDLING POLICY

1. INTRODUCTION

Gate Global UAB (“**Gate Lithuania**” or “**we**”, “**us**”, “**our**”) is a registered virtual currency exchange operator and virtual currency wallet operator in Lithuania. We provide a platform, which enables you to buy crypto with fiat or sell crypto for fiat through our partnered e-money institutions who are regulated in their jurisdictions and have permit or licenses to offer their services (“**Services**”). We give top priority to your experience, and we are committed to paying due regard to the interests and needs of each and all of you, including fair, clear and not misleading communication.

As part of these arrangements, we employed complaints handling procedures to ensure that any complaints are resolved as quickly as possible and, where necessary, trigger an internal review into the quality of service being provided and whether or not it can be improved.

Below you will find a procedure, that indicates main principles and guidance to be followed in the event you are not satisfied with our Services and would like to file a complaint to us.

INITIATION OF COMPLAINT

We consider a complaint as an expression of dissatisfaction of our Services, irrespective of whether it is justified or not, related to our products or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected.

An eligible complaint may be made by any person who is directly affected by the way we have provided our Services and who can make a complaint in respect thereof. Therefore, you may file the complaint respectively to us, if you are:

- individual customer (natural individual) that uses our Services, or
- a legal representative of any individual customer of ours

Our employees are always conscious that, although an ineligible complaint may be made, the issue raised may still have an impact on the quality of our Services, therefore on such a complaint and, our respective employees will still seek to review and to respond to all of such complaints on a case-by-case basis.

2. COMPLAINTS HANDLING PROCEDURE

File a complaint

If such situation would occur under which you find yourself dissatisfied with our Services, at all times you are able to express your complaints via the following means:

- Either by sending us an e-mail to the following e-mail address: support@gatelt.com, or
- Filing complaint via customer service portal on web, or
- Filing complaint via live chat with us on web or live chat with us via mobile apps.

To help us investigate and resolve complaints effectively, competently, diligently and impartially, you will be instructed to provide the following information:

- your full name, address, e-mail address and contact phone number(s);
- a description of the complaint; and
- any additional documentation or information that may support the complaint.

Your complaint filed will be communicated to our respective department immediately, or as soon as practicable, on receipt of the complaint.

Send acknowledgement to the complaint

Upon receipt of any complaint, our respective department will be responsible for acknowledging complaints in the first instance within 24 hours. You will receive an acknowledgment of the complaint received. Such acknowledgment will include information about estimated timeframes for our response to your complaint.

If you require assistance in making a complaint, reasonable assistance may be provided by us to you free of charge and in a timely manner.

Reviewing / Assessment of complaint

We will carefully evaluate the complaint and other related departments, if any, to ensure a high-quality response within an appropriate time, which will include the consideration of the complaint and whether this can be resolved immediately or whether an investigation is required.

When reviewing your complaint, we will pay due regard to the interests of yours and treat you fairly, assessing the following matters:

- subject of the complaint;
- whether the complaint should be upheld;
- that remedial action and / or redress may be appropriate for you;
- the root cause of the complaint; and
- whether the complaint could have been prevented.

If the investigation result shows that the root cause of the complaint is because of ours system or operational flaws, this should be identified and acknowledged and, where appropriate, a restitution may be offered to you.

If the investigation concludes that the subject matter of the complaint was not caused by any negligence, willful misconduct or default of ours or it was caused by inevitable and unpredictable factors, we will explain this to you by providing you with the relevant information or facts on which the investigation conclusion has based.

Communication with you

After assessing the complaint and / or conducting an investigation against the complaint, we will issue a **final response** with its findings and the proposed solutions (if any) to you via communication channel, which shall be deemed by us as the most efficient under specific complaint circumstances. For instance, the response to you may be provided via email and / or other communication channel as chosen by us (i.e., via customer service portal on web, via live chat on web, via mobile apps. Notably, you will always be answered in writing. The response shall be provided to you within **45 days** starting from the date of receiving the complaint. In

exceptional cases, where the complaint cannot be examined within the period specified in this paragraph, we will notify you thereof and indicate the circumstances of the delay in submitting the complaint, as well as the term by which the complaint will be examined and provided to you.

In case when the resolution provided and your complaint is rejected or partially satisfied, we oblige to state the reasons for the refusal to satisfy the complaint, indicate other means of protection of the interests of your, if possible, including but not limited to possible means of dispute settlement and courts.

Additional investigations

In the event you are not satisfied with the response provided by us, additional investigations and / or remedies may occur. Additional investigations and questions related to it may be referred to the board or other responsible body of the company for further decision.

If you are still not satisfied with our response, you may be entitled to report their complaint to the local governmental authority, which acts as a supervisory authority of ours, i.e., the Financial Crime Investigation Service. However, you should be aware that depending on the background of the complaint, different governmental authorities may be responsible for handling such complaints (i.e., the State Consumer Rights Protection Authority).

Closing the Complaint & Record keeping

We will consider a complaint closed when:

- we have sent a final response; or
- you have accepted any redress offered, in writing.

We will close the complaint and ensure to keep copies of relevant electronic correspondence in our record keeping system, the material related to the complaint and its examination, the document indicating the specific result of the examination of the complaint and the answer provided to you. Such records shall be kept within our date base for at least 5 (five) years from the date of submission of the final answer to you.

Learning from experience

Any specific findings from complaints which can be directly addressed and used to increase your satisfaction will be considered. Root cause analysis, correction and enhancement will be put into system products and / or operational procedures to prevent future errors and increase your satisfaction.

3. RECORD KEEPING

We keep and maintain a complaint log for each complaint received. The information kept on record includes:

- your name;
- date and description of the complaint;
- ongoing status report;

- any redress offered by us;
- the copies of documentation(s) and all relevant communication with you.

4. OTHER

In case any questions arise, you can always contact our support team via email support@gatelt.com or via live chat on our web (weblink) or mobile app.