

Gate US Terms of Use

[Version – April 5, 2022]

For all users signing up after April 5, 2022, the below Terms of Use will immediately govern.

Please Review the following Account Terms of Use

This Account Terms of Use between you (“User” or “Customer”) and Gate US, Inc. (“Gate US” or “us”). This Terms of Use (“Terms”) governs your use of the services provided by Gate US, which are described below. By signing up for a Gate US account or using services provided by Gate US, you agree that you have read, understood, and accepted all of the terms and conditions contained in the Terms.

We may amend or modify the Terms at any time by posting the revised Terms on the Gate US site. The Revised Terms shall be effective as of the time of its posting. Your continued use of Gate US after the Revised Terms posting shall constitute your acceptance. If you do not agree with any such revision, your only remedy is to terminate use of Gate US and close your account.

By using Gate US, you acknowledge and agree that: (1) you are aware that as with any asset, the value of Digital Currencies can increase or decrease and there can be a substantial risk that you lose money buying, selling, holding, or investing in Digital Currencies (2) you shall assume all risks related to the transactions of Digital Currencies and the use of Gate US; and (3) Gate US shall not be liable for any such risks. You should consult your financial advisor, legal or tax professional regarding your specific situation and financial condition and consider whether trading or holding Digital Currencies are suitable for you.

Scope of these Terms of Use

These Terms of Use govern the opening, use and closure of your Gate US Account and other related payment services as referred to herein. Together with any other terms and conditions referred to in these Terms of Use, they constitute the agreement between you and us. For the use of additional services, you may have to accept additional terms and conditions as notified to you when you are ordering or using such services. You can always view the current Terms of Use on our Website.

Depending on the type of Gate US Account you have, additional terms and conditions may apply as communicated to you at the appropriate time. In the event of any conflict between the additional terms and conditions and these Terms of Use, the former shall come first.

This Agreement is effective upon the date you first click “I agree” or you download, install, or use the Crypto mobile application (the “Gate US App”) or any Gate US Services (as defined below) or content available through the Gate US App.

Gate US allow you to buy and sell certain digital financial assets (“Assets”) supported by Gate US (those Assets supported by the Gate US Platform, the “Supported Assets”), **a current list of which is included in Appendix B**, not all of which may be available in your jurisdiction. Gate US also the ability to hold your Supported Assets and fiat currency (“Fiat”) in an account maintained (“Custody Provider”), relies upon to provide such services directly to you, whose services are integrated in the Gate US Platform. In using the Gate US Services, you are acknowledging and agreeing to the terms of service of the Custody Provider independently from your relationship with Gate US.

1. Your Gate US Eligibility

To be eligible to use Gate US App and Services, you must be a natural person who is at least 18 years old and you must create a Gate US Account pursuant to Section 1 of this Agreement. Additionally, Gate US App is available solely to U.S. residents, residing in certain states who are natural persons and make transactions solely for their own benefit. The Gate US Services are not currently available to U.S. residents in New York (NY), Hawaii (HI) and Puerto Rico (PR) (the “Restricted States”). Gate US may change the list of Restricted States at any time, at its discretion, and will provide affected users notice in the event this occurs.

By creating a Gate US Account, you represent and warrant to Gate US that:

- you are at least 18 years old and able to enter into contracts, including this Agreement;
- you are a U.S. resident;
- you do not reside in a Restricted State;
- you intend to use the Services for your own benefit, and not any other person; and
- you do not intend to use the Services for any Prohibited Use (**defined in Appendix A**).

1.1 Gate US Services.

Your Account provides access to the basic services offered by Gate US or through the Gate US Platform (collectively, the “Services”) which currently include the following:

- A mobile application to access Gate US Platform and the Services;
- An account with our Custody Provider, which provides the ability to deposit, withdraw and hold Supported Assets and Fiat;
- Purchase and sale services through which Users can purchase or sell Supported Assets using Fiat; and
- Access to your transaction records.

Services, including the ability to deposit, withdraw and hold Supported Assets and Fiat in an Account, and the ability to purchase and sell certain Supported Assets using Fiat, are provided directly by the Custody Partner whose services you will access by giving instructions through the Gate US Platform. The Services and Assets that Gate US and the Custody Provider support may change from time to time. Gate US will endeavor to provide you with reasonable notice under the circumstances of any decision to stop providing a Service and provide you a reasonable opportunity to transition.

1.2 Supported Assets

Gate US’s Services currently support the Supported Assets listed on Appendix 4. From time to time and in its sole and absolute discretion, Gate US may choose to cease supporting one or more Assets, including in certain jurisdictions, such that you will no longer be able to access such Assets as part of the Services and will be no longer able to maintain balances in such Assets in your Account or make any deposits or withdrawal thereof, in each case with immediate effect for any reason or no reason whatsoever, including, without limitation, where we are required to do so by any applicable law or regulation. You acknowledge and agree to that our ability to take such cease supporting such Assets, including, without limitations, to cancel any outstanding instructions for Assets and require you to remove unsupported Assets within a reasonable period of time, beyond which you will no longer be able

to access the unsupported Assets. Under no circumstances shall any of Gate US or its service partners be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages or costs suffered by you or any other person or entity, due to Gate US or its service partners action or inaction in accordance with this Agreement.

1.4 Assumption of Risk.

DIGITAL FINANCIAL ASSETS, INCLUDING THE SUPPORTED ASSETS, ARE NOT SUPPORTED BY A GOVERNMENT OR CENTRAL BANK AND INVOLVE SIGNIFICANT RISK. PLEASE REFER TO PUBLIC ADVISORIES ISSUED BY THE CFTC, THE CFPB AND THE SEC FOR MORE DETAILED INFORMATION. THERE IS A SIGNIFICANT RISK OF LOSS INHERENT IN PURCHASING, TRADING, HOLDING, AND TRANSACTING DIGITAL FINANCIAL ASSETS.

YOU ACKNOWLEDGE AND AGREE THAT Gate US IS NOT A REGISTERED BROKERDEALER, UNDERWRITER, INVESTMENT BANK, OR INVESTMENT ADVISER, AND THAT Gate US IS NOT PROVIDING BROKERAGE, INVESTMENT BANKING, OR UNDERWRITING SERVICES, RECOMMENDATIONS OR INVESTMENT ADVICE TO YOU. YOU AGREE AND UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE NATURE, POTENTIAL VALUE, SUITABILITY, AND APPROPRIATENESS OF DIGITAL FINANCIAL ASSETS AND THESE RISKS FOR YOURSELF, AND THAT Gate US CRYPTO DOES NOT GIVE ADVICE OR RECOMMENDATIONS REGARDING ASSETS, INCLUDING THE SUITABILITY AND APPROPRIATENESS OF, AND INVESTMENT STRATEGIES FOR, SUCH ASSETS.

YOU AGREE AND UNDERSTAND THAT YOUR ACCESS AND USE OF THE SERVICES AND ACCOUNT IS ENTIRELY AT YOUR OWN RISK; HOWEVER, THIS BRIEF STATEMENT DOES NOT DISCLOSE ALL OF THE RISKS ASSOCIATED WITH DIGITAL FINANCIAL ASSETS AND USING THE SERVICES AND ACCOUNT. YOU SHOULD, THEREFORE, CAREFULLY CONSIDER WHETHER SUCH USE IS SUITABLE FOR YOU IN LIGHT OF YOUR CIRCUMSTANCES AND FINANCIAL RESOURCES. YOU SHOULD BE AWARE THAT YOU MAY SUSTAIN A TOTAL LOSS OF THE VALUE OF ASSETS IN YOUR ACCOUNT AND THAT UNDER CERTAIN MARKET CONDITIONS, YOU MAY FIND IT DIFFICULT OR IMPOSSIBLE TO LIQUIDATE A POSITION.

YOU ACKNOWLEDGE AND AGREE THAT TZERO CRYPTO IS NOT LIABLE FOR ANY MISUSE, LOSS, OR THEFT OF ANY DIGITAL FINANCIAL ASSETS HELD IN YOUR ACCOUNT, OR FOR ANY UNAUTHORIZED, MISTAKEN OR ACCIDENTAL TRANSFERS.

YOU ACKNOWLEDGE AND UNDERSTAND THAT DIGITAL CURRENCY—SUCH AS BITCOIN, ETHEREUM, LITECOIN OR RAVENCOIN—IS NOT PROTECTED BY FEDERAL DEPOSIT INSURANCE CORPORATION (“FDIC”) INSURANCE OR OTHER INSURANCE.

ASSET VALUES CAN FLUCTUATE SUBSTANTIALLY WHICH MAY RESULT IN A TOTAL LOSS OF THE VALUE OF ASSETS HELD IN YOUR ACCOUNT. WE DO NOT OWN OR CONTROL ANY OF THE PROTOCOLS THAT ARE USED IN CONNECTION WITH ASSETS AND THEIR RELATED DIGITAL CURRENCY NETWORKS, INCLUDING THOSE RESULTING FROM A FORKED NETWORK .

ACCORDINGLY, WE DISCLAIM ALL LIABILITY RELATING TO SUCH PROTOCOLS AND ANY

CHANGE IN THE VALUE OF ANY ASSETS (WHETHER OF A FORKED NETWORK OR OTHERWISE), AND WE MAKE NO GUARANTEES REGARDING THE SECURITY, FUNCTIONALITY, OR AVAILABILITY OF SUCH PROTOCOLS OR DIGITAL CURRENCY NETWORKS. YOU ACCEPT ALL RISKS ASSOCIATED WITH THE USE OF THE TZERO CRYPTO SERVICE TO CONDUCT TRANSACTIONS, INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE FAILURE OF HARDWARE, SOFTWARE, AND INTERNET CONNECTIONS.

YOU SHOULD CAREFULLY CONSIDER WHETHER PURCHASING, TRADING, HOLDING, OR TRANSACTING WITH DIGITAL FINANCIAL ASSETS IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION. BY PURCHASING, TRADING, HOLDING, OR TRANSACTING BY WAY OF THE SERVICES, YOU EXPRESSLY ASSUME ALL FINANCIAL, ECONOMIC, AND TECHNOLOGICAL RISKS ASSOCIATED WITH SUCH TRANSACTIONS.

1.5 Registering a Gate US Account.

In order to use the Services, you will need to register for a Gate US Account (“account”). During the registration process, we will ask you and you agree to provide information and documents we request, to verify your identity and you agree to permit us to keep a record of such information. We may, in our sole discretion, refuse to establish a Gate US Account for you or otherwise restrict your access to the Services. In creating an account, you will also be creating and opening an account with the Custody Provider, distinct from your account with Gate US. In order to do so, you authorize and direct Gate US to provide all personal information you provide in connection with your Gate US Account as well as the results of any investigation we conduct to the Custody Provider.

1.6 Identity Verification.

IMPORTANT INFORMATION ABOUT OBTAINING Gate US ACCOUNT

For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who creates a Gate US Account. For this reason, you will need to complete the verification procedures described in **Appendix 3** of this Agreement (the “Verification Procedures”) before you are permitted to use the Gate US Services. Your access to the Services and the limits that apply to your use of the Services may be altered from time to time as a result of information you provide to Gate US and that Gate US collects about you.

The information we request includes, at a minimum, the following personal information:

- your name;
- your physical street address;
- your telephone number;
- your email address;
- your date of birth;
- your social security number or taxpayer identification number;
- a copy of your unexpired government identification;
- a selfie picture of you; and
- information regarding your bank account (such as the name of the bank, the account type, routing number, account number and bank statement).

We may also ask other questions or request other documents meant to verify your identity. In providing us with this or any other information we may request from time to time, you verify that the information is accurate and authentic, and you agree to inform us of any changes to the personal information you provide us when they occur. You are liable for any adverse consequences arising out of the incompleteness or inaccuracy of any personal information that you provide to us.

You authorize us to make any investigative inquiries which we consider appropriate to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we deem reasonably necessary based on the results of such inquiries, in connection with your Gate US Account. You acknowledge and agree that, when we conduct these inquiries, your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries and initiate their own investigations and response procedures.

If you believe that we have furnished any inaccurate information relating to your Gate US Account to any consumer-reporting agency, you may notify us by email at cryptosupport@____.com. To help us respond to your notification, you must include your name, address, Gate US Account number, social security number or taxpayer identification number, the name of the consumer-reporting agency reflecting the inaccurate information, and an explanation of why you believe the information is inaccurate. You understand that you may also contact the appropriate consumer-reporting agency directly at the appropriate address and toll-free number: Equifax, P.O. Box 740241, Atlanta, GA 30374, 1-800-685-1111; TransUnion, P.O. Box 1000, Chester, PA 19022, 1-800-916-8800; or Experian, P.O. Box 2002, Allen, TX 75013, 1-888-397-3742

1.7 You have the right to withdraw funds from your Gate US Account at any time. However, you may be required to confirm your identity beforehand. The funds on your Gate US Account must be sufficient to cover the minimum withdrawal amount and any applicable withdrawal fee. You can choose the method of withdrawal when submitting your withdrawal request.

1.8 The electronic money on a Gate US Account belongs to the person or legal entity which is registered as the Gate US Account holder. No person other than the Gate US Account holder has any rights in relation to the funds held in a Gate US Account, except in cases of succession. You may not assign or transfer your Gate US Account to a third party or otherwise grant any third party a legal or equitable interest over it.

1.8 Your Gate US Account may be subject to upload, payment, and withdrawal limits, depending on local regulations, the verification status of your Gate US Account and other factors used by us to determine such limits from time to time at our sole discretion.

1.9 During signup you will be asked whether you intend to use your Gate US Account for private or commercial purposes. If you have any intention to use your Gate US Account for commercial purposes, you must tell us, even if you use it also for private purposes. If you have stated that you will use your Gate US Account for private purposes only, you must tell us immediately before, at any point in the future you use it for commercial purposes by contacting Customer Service. You are using your Gate US Account for commercial purposes if you are receiving payments for or in connection with any business activity. We reserve the right to determine whether, in our reasonable opinion, you are using your Gate

US Account for commercial purposes. If you are using your Gate US Account for commercial purposes, in addition to these Terms of Use, you shall be bound by our Merchant Terms and Conditions. If you are in any doubt about whether or not an activity amounts to a commercial activity, you should contact Customer Service.

1.10 Within 14 days of the date of opening your Gate US Account, you may close your Gate US Account at no cost by contacting Customer Service, however, if you have uploaded funds into your Gate US Account, you may be required to provide identification documents before being able to withdraw funds. Transactions and fees for transactions undertaken before you close your Gate US Account (including those transactions that are not revocable and have been initiated but not completed before closure of your Gate US Account) will not be refunded.

2. Maintaining Your Gate US Account

2.1 You must ensure that the information recorded on your Gate US Account is always accurate and up to date and we shall not be liable for any loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information or to provide documents or other evidence.

2.2 We may contact you by e-mail with information or notices regarding your Gate US Account. It is your responsibility to regularly check the proper functioning of your e-mail account or other methods of communication that you have registered with your Gate US Account and to retrieve and read messages relating to your Gate US Account promptly. We shall not be liable for any loss arising out of your failure to do so.

2.3 Fund uploads, payments received, payments sent, and fund withdrawals are displayed in your online transactions history together with the date of receipt or transmission (the debit value date), the fees charged and, where applicable, any exchange rate used. Each transaction is given a unique transaction ID and shown in the transaction history. We will not alter or amend information displayed in your online transaction history. You should quote this transaction ID when communicating with us about a particular transaction. You should check your Gate US Account balance and transaction history regularly. You should report any irregularities or clarify any questions you have as soon as possible by contacting Customer Service.

2.4. We will send you an e-mail notification to the e-mail address used when registering for your Gate US Account (as updated from time to time by you) every month reminding you to log into your Gate US Account and download and/or print a copy of your transaction history.

2.5. Subject to the provisions below, in order to claim a refund for an unauthorized or incorrectly executed payment transaction on your Gate US Account you must notify us without undue delay after becoming aware of the unauthorized or incorrect transaction and in any event no later than thirteen (13) months after the debit date of the transaction.

3. Keeping Your Gate US Account Safe

63.1. You must take all reasonable steps to keep your Gate US Account password and any other security features safe at all times and never disclose them to anyone. Our personnel will never ask you to provide your password to us or to a third party. Any message you receive or website you visit that asks for your password or other security features, other than the Gate US Website or a Gate US payment gateway on a merchant website, should be reported to us. If you are in doubt whether a website is genuine, you should contact Customer Service. It is advisable to change your password regularly (at least every three (3) to six (6) months) in order to reduce the risk of a security breach in relation to your Gate US Account. We also advise you not to choose a password that is easily guessed from information someone might know or gather about you or a password that has a meaning. Except as stated below, you must never allow anyone to access your Gate US Account or watch you accessing your Gate US Account. You must comply with the security procedures we tell you about from time to time.

3.2. If you have any indication or suspicion of your Gate US Account, login details, password or other security feature being lost, stolen, misappropriated, used without authorization, or otherwise compromised, you are advised to change your password. You must contact Customer Service without undue delay on becoming aware of any loss, theft, misappropriation, or unauthorized use of your Gate US Account, login details, password or other security features. Any undue delay in notifying us may not only affect the security of your Gate US Account but may result in you being liable for any losses as a result where your failure to notify us is intentional or grossly negligent. If you suspect that your Gate US Account was accessed by someone else, you should also contact the police and report the incident.

3.3. We may suspend your Gate US Account or otherwise restrict its functionality on reasonable grounds relating to the security of the Gate US Account or any of its security features or if we reasonably suspect that an unauthorized or fraudulent use of your Gate US Account has occurred or that any of its security features have been compromised. We will notify you of any suspension or restriction and of the reasons for such suspension or restriction in advance or, where we are unable to do so, immediately after the suspension or restriction has been imposed, unless notifying you would be unlawful or compromise our reasonable security interests. We will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.

3.4. If we think your Gate US Account is at risk of fraud or a security threat, we will use the fastest and most secure way of contacting you using the details you have provided to tell you what you need to do to help deal with that risk.

3.5. You must take all reasonable care to ensure that your e-mail account(s) are secure and only accessed by you, as your e-mail address may be used to reset passwords or to communicate with you about the security of your Gate US Account. In case any of the e-mail addresses registered with your Gate US Accounts are compromised, you should without undue delay after becoming aware of this contact Customer Service and also contact your e-mail service provider.

3.6. Irrespective of whether you are using a public, a shared or your own computer to access your Gate US Account, you must always ensure that your login details are not stored by the browser or cached or otherwise recorded. You should never use any functionality that allows login details or passwords to be stored by the computer you are using.

37. Additional products or services you use may have additional security requirements and you must familiarize yourself with those as notified to you.

4. Closing Your Gate US Account

4.1. You may close your Gate US Account at any time by contacting Customer Service. Fees relating to ongoing management of inactive accounts will also continue to be charged following closure of your Account. This provision shall survive termination of the relationship between you and us.

4.2. If your Gate US Account holds a balance at the time of its closure, we will ask you to withdraw your funds within a reasonable period of time, during which your Gate US Account will be accessible for the purpose of withdrawing the remaining balance only. After the expiry of this period, you will not be able to access your Gate US Account, but you may withdraw any remaining funds by contacting Customer Service and requesting that the funds are sent to you in a manner that is reasonably acceptable for us. If you want to access your transaction history after the closure of your Gate US Account, you will need to contact Customer Service and request the information, you may do so for a period of six years from the date of closure of your Gate US Account but we suggest that you withdraw your remaining funds as soon as possible as they will not earn any interest while in your Gate US Account.

4.3. We reserve the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorizing any withdrawal of your funds, including in relation to returning any funds to you after you have closed your Gate US Account.

4.4. **IMPORTANT NOTE:** Due to the effect of applicable state and federal, law it may not be possible to reclaim any funds more than five to six years after your Gate US Account has been terminated. We recommend that you reclaim any funds in your Gate US Account as soon as possible after your Gate US Account is closed.

5. Uploading Funds

5.1. You can upload funds by logging into your Gate US Account and following the relevant upload instructions. You may be presented with a number of different upload methods, depending on which Payment Methods you have added to your Gate US Account. Upload methods are payment services provided by third party financial institutions (for example, the issuer of the payment card you use to upload funds or third-party direct banking service providers) and are not part of our service. We do not guarantee the use of any particular upload method made available and may make changes to or discontinue the acceptance of any particular upload method at any time without following the procedure set out below. Notwithstanding section 5.7 below, we shall not be responsible for the upload payment until the uploaded funds are received by us.

5.2. You may be asked to answer security questions or to complete other activities that we or the payment service provider you use to upload funds to your Gate US Account may reasonably require to ensure proper authorization of an upload transaction.

5.3. If you choose to upload funds using a Payment Method that may be subject to a right to claim funds back (a "Chargeback") such as (but not limited to) credit or debit card or direct debit, you declare that you will not exercise such Chargeback other than for unauthorized use of the Payment Method or for a breach by us of these Terms of Use which would result in you having a right to a refund of the uploaded amount. Otherwise, you may not Chargeback any upload transaction or allow Chargeback of any upload transaction for reasons for which we are not responsible including (but not limited to) disputes with merchants for non-delivery of goods or services or insufficient balance on the Payment Method account. We reserve the right to charge you fees and expenses we incur in connection with such Chargeback and any action undertaken to challenge the same. We may also charge you a Chargeback fee as displayed in the "Fees" section of the Website.

5.4. You may allow a merchant that you wish to pay through us on a regular basis (e.g., for a subscription service) to debit your Gate US Account for each recurring payment. In this case you authorize us to debit the Payment Method (e.g., your credit card or bank account) which you used to make the original payment also for each subsequent payment. In order to cancel recurring payments for the future, you should (a) contact us and (b) notify the merchant from which you have purchased the goods or services that you have cancelled the recurring payment. You should not cancel or otherwise reverse such recurring transactions by simply contacting the issuer / account provider of the Payment Method (e.g., your credit card provider or bank) without following the cancellation steps mentioned in this section 8.4. Subject to section 8.5, we will not be liable for any recurring payment(s) that are made before you have notified us of the cancellation and if your Gate US Account balance goes into negative balance as a result of such payment(s), you will be liable to repay such amount to us.

5.5. We will refund any past recurring payment(s) initiated by or through the merchant provided that (a) the original authorization given to us or the merchant did not specify the exact amount of the payment and (b) the amount of the payment exceeded the amount that you could reasonably have expected considering your previous spending pattern and the circumstances of the case. You must request such a refund within eight (8) weeks from the date the funds were debited from your Gate US Account. You agree to provide us with such information as is reasonably necessary to ascertain whether the conditions for a refund described in this section 5.5 are satisfied. Within ten (10) Business Days of receiving a request for a refund or, where applicable, of receiving any further information we requested from you, we will either refund the full amount of the payment or provide you with justification for refusing to refund the payment indicating that you have a right to refer the matter to the Financial Ombudsman Service if you do not accept the justification provided.

5.6. If a chargeback or reversal of an upload transaction results in a negative balance in your Gate US Account, you will be required to repay such negative balance by uploading sufficient funds into your Gate US Account. Failure to do so is a breach of these Terms of Use. Repayment of the negative balance is due immediately without notice. We reserve the right, at any time, to send you reminders or to take other debt collection measures including but not limited to mandating a debt collection agency or solicitors or to pursue the claim in court. We reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts.

5.7. Uploaded funds will be credited to your Gate US Account after the funds have been received by us. Some upload transactions, such as those by credit or debit card, direct debit or direct banking will be credited to your Gate US Account immediately but are subject to reversal if the actual funds do not reach us within a reasonable time in which case, we will deduct such reversed transaction from the balance of your Gate US Account. If your Gate US Account balance is insufficient, we reserve the right to require repayment from you.

5.8. For the purposes of an upload transaction through a Payment Method, we are an e-money issuer and will issue e-money in exchange for the uploaded funds. We will not be acting as a payment service provider when receiving such funds.

5.9. You must not make an upload through a Payment Method if you are not the named holder of that Payment Method. We take any violation of this requirement very seriously and will treat any attempt to use a Payment Method of which you are not the named holder as a fraudulent act.

5.10. Uploads may be subject to upload limits due to security and legal requirements. These limits are set dynamically depending on your verification status and the upload method you want to use. You should be aware that depending on your verification status your upload limits may be higher than your withdrawal or spending limits. You can view these limits at any time in the relevant section of your Gate US Account profile.

5.11. Uploads are subject to fees including currency conversion fees (if applicable).

5.12. You must not make an upload using cash. Without prejudice to claiming further damages, if we are required to take any action on your Gate US Account as a result of you making a cash upload, we may charge an administration fee as displayed in the "Fees" section of the Website.

6. Sending Payments

6.1. To send a payment you are required to authorize the payment with your login details and password. We may also ask you additional security questions relating to you or your Gate US Account. If your Gate US Account is protected by additional security measures such as password tokens, you need to follow the instructions provided to you with such additional security measures. If your Gate US Account is enabled to make mass payments, the procedure to make such payments will be communicated to you in the relevant integration manual.

6.2. Every recipient of a payment you wish to send through us must have a valid means that we can use for their identification. For most of our services that means of identification will be a valid e-mail address, but other means of identification may be required for our other services.

6.3. If you are asked to provide details of the recipient's e-mail address or other means of identification, where applicable, you must take great care to properly type the exact details of who you wish to send money to. We use those details as the unique identifier to determine the intended recipient of the payment which you instruct us to process. Other information you provide along with the recipient's

means of identification may be disregarded and we shall not be liable for any error you make when entering the recipient's means of identification.

6.4. If the e-mail address of the intended recipient is registered with us, the funds will be instantly credited to the Gate US Account associated with that e-mail address. Once funds are credited to the recipient's Gate US Account, the transaction becomes irreversible.

6.5. If the recipient's e-mail address is not registered with us, we will send a notification e-mail to that e-mail address with instructions on how to claim and receive the payment. If the recipient does not claim the payment within 14 days, the transaction will be cancelled, and the funds will be returned to you. You may also cancel the transaction at any time before the funds have been credited to the recipient's Gate US Account. To cancel a transaction, you should log into your Gate US Account, locate the relevant transaction in your transactions history and select "Cancel".

6.6. When you send or receive a payment, we will disclose your registered account name to the recipient and/or sender in order to process the respective transaction. We may also display that information in notifications sent to the recipient and/or sender.

6.7. You can make recurring payments by setting up a recurring payment order on your Gate US Account. You can cancel your recurring payment order for future payments at any point by logging into your Gate US Account and deleting it. You will not be able to cancel transactions that have already been credited to the recipient.

6.8. Payments are subject to payment limits due to security and legal requirements. These limits are set dynamically depending on your verification status. You can view these limits at any time in your Gate US Account profile. You should ensure that your limits are sufficient to cover the payment you intend to make as well as any applicable fees including service fees and currency conversion fees. You should be aware that the recipient of a payment may also be subject to spending and withdrawal limits and that this may affect the recipient's access to the funds you intend to send.

6.9. If we are late in executing a payment that you instruct us to make you may ask us to contact the recipient's payment service provider and ask them to credit it as if it had been received on the correct day.

6.10. Sending payments is subject to fees including currency conversion fees (if applicable) depending on the type of payment you make and the type of Gate US Account you hold. Please see section 13 for details.

7 Third Party Providers

7.1. A Third-Party Provider is a service provider that is permitted by law to make payments from your account on your behalf and to provide account information services to you, provided they are acting in accordance with your instructions and the relevant regulatory requirements. You can check whether the provider is authorized in the information they give to you about the services they will provide.

7.2. We will treat any instruction from a Third-Party Provider as if it were from you and the terms of this Agreement will still apply. If you consent to a Third-Party Provider having access to information concerning your account, we will assume that you consent to access being granted as frequently as the Third-Party Provider requests it.

7.3. If you give your security details to someone who is not a Third Party Provider, we will have to assume it is you that is authorizing us to give access to your account, we will treat payments instructed by that third party as authorized by you and will not be responsible for any losses you suffer as a result of misuse or disclosure of information about your account by that third party.

7.4 We may refuse to allow a Third-Party Provider to access your Gate US Account if we are concerned about unauthorized or fraudulent access by that Third Party Provider. Before we do this, we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you using any of the contact details we hold for you. We won't tell you our reasons were doing so will undermine our reasonable security measures or otherwise be unlawful.

If you want to cancel the consent you have given to a Third-Party Provider to access your account, you should contact them directly.

7.5 If you think a payment may have been made incorrectly or is unauthorized, you must tell us as soon as possible even where you use a Third-Party Provider. If you ask a Third-Party Provider to request a payment and they do not do this, we will not be responsible for your payment not being made. Once a Third-Party Provider has initiated a payment, you cannot normally cancel it.

8. Depositing Funds

8.1. If you deposit funds into your Gate US Account, we will send you a notification email and display the payment as a "Deposit Money" transaction in your transactions history, together with the date of receipt (the credit value date), the fees charged and, where applicable, any exchange rate used. Each transaction is given a unique transaction ID and shown in the transaction history. We will not alter or amend information displayed in your online transaction history. You should regularly reconcile incoming payments with your own records.

8.2. You should be aware that receipt of funds to your Gate US Account does not necessarily mean that these transactions cannot be reversed. We reserve the right to reverse a payment if the payer or the payer's bank or payment service provider has charged back or otherwise reversed (or is reasonably likely to Chargeback or otherwise reverse) an upload or other payment which was used to fund the payment to you.

8.3. If a person received a payment notification from us indicating that someone has sent them funds to an email address that is not registered, they will not be credited with the payment until it has been claimed in accordance with the instructions laid out in the notification email. Until then, there will be no

contractual or fiduciary relationship between us and the intended recipient. The funds remain those of the sender.

8.4. The receipt of payments is subject to fees and currency exchange fees, depending on the type of payment you receive and the type of Gate US Account you have.

9. Prohibited transactions

9.1. It is strictly forbidden to send or receive payments as consideration for the sale or supply of: tobacco products, prescription drugs, drugs and drug paraphernalia, weapons (including without limitation, knives, guns, firearms or ammunition), satellite and cable TV descramblers, material which incites violence, hatred, racism or which is considered obscene, government IDs and licenses including replicas and novelty items and any counterfeit products, unlicensed or illegal lotteries or gambling services (including without limitation the use of or participation in illegal gambling houses), unregistered charity services, items which encourage or facilitate illegal activities, prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services, third party processing or payment aggregation products or services, multi-level marketing, pyramid selling or Ponzi schemes, matrix programs or other "get rich quick" schemes or high yield investment programs, goods or services that infringe the intellectual property rights of a third party, un-coded/miscoded gaming, timeshares or property reservation payments (On and Off Plan). We reserve the right, in our sole discretion, to add categories of prohibited transactions by adding such categories either to these Terms of Use or an acceptable use policy published on the Website.

9.2. It is strictly forbidden to make payments to or to receive payments from persons or entities offering illegal gambling services, including (but not limited to) illegal sports betting, casino games and poker games. We may suspend or terminate your Gate US Account at any time or refuse to execute or reverse a transaction if we believe that you directly or indirectly use or have used your Gate US Account for or in connection with illegal gambling transactions. This list is not exhaustive, and it is your responsibility to ensure that you do not use our services for transactions that may be considered illegal in your jurisdiction.

9.3. You may not use our services if you are residing in certain countries. A list of non-serviced countries is available on the Website and updated from time to time. This list is not exhaustive, and we may in our sole discretion decide to discontinue or restrict our services in other countries at any time and without prior notice. We reserve the right to suspend or terminate your Gate US Account at any time if we reasonably believe to be required to do so by law or in order to comply with recommendations issued by a relevant government authority or recognized body for the prevention of financial crime.

9.4. It is strictly forbidden to use your Gate US Account for any illegal purposes including but not limited to fraud and money laundering. We will investigate and report any suspicious activity to the relevant law enforcement agency. We reserve the right to charge you in our sole discretion an administration fee as displayed in the "Fees" section of the Website for every investigation we undertake into any such suspicious activity, including where we get notified thereof by any third party whom we partner with.

You are prohibited from using your Gate US Account in an attempt to abuse, exploit or circumvent the usage restrictions imposed by a merchant or a Third-Party Provider on the services it provides.

9.5. You may only accept payments for certain categories of business after approval from us in our sole discretion. Such business categories include but are not limited to: money exchange or remittance businesses, including but not limited to bureau de change, currency exchanges and purchase of travel money; the collection of any form of donations or payments to charitable or not-for-profit organizations; dealing in natural resources such as jewels, precious metals or stones; live streaming; the sale or supply of alcoholic beverages; the sale or supply of dietary supplements and alternative health products; any other business category published in an acceptable use policy on the Website from time to time. In case you are in doubt whether your business falls under any of the above categories, you must contact Customer Service. We reserve the right in our sole discretion, to add business categories requiring approval by adding such categories either to these Terms of Use or an acceptable use policy published on the Website.

9.6. If you conduct or attempt to conduct any transaction in violation of the prohibitions contained in this section 11 or without the necessary approval under section 11.5, we reserve the right to: reverse the transaction; and/or close or suspend your Gate US Account; and/or report the transaction to the relevant law enforcement agency; and/or claim damages from you; and charge you an administration fee as displayed in the "Fees" section of the Website if we apply any of the above.

9.7. It is your and not our responsibility to ensure that you only send payments to or receive payments from persons or entities for the sale or supply of goods and services that you may provide or receive in compliance with any applicable laws and regulations. The mere fact that a person or entity accepts payments through us is not an indication of the legality of the supply or provision of their goods and services. If you are in doubt as to the legality of a supply or purchase, you should not continue with your payment.

10. Withdrawing funds

10.1. You can request a withdrawal of all or part of the funds held in your Gate US Account at any time. To do this you must log into your Gate US Account and select a withdrawal method and enter the amount to be withdrawn. Withdrawal methods are payment services provided, at least in part, by third party financial institutions (for example, the bank where you hold a bank account). We do not guarantee the availability of any particular withdrawal method and may make changes to or discontinue a particular withdrawal method at any time without following the procedure set out in section 17 as long as there is at least one withdrawal method available to you. Where the withdrawal payment is received by you through the involvement of a payment service provider (such as the bank where you hold a bank account), we shall not be responsible for the withdrawal payment once the withdrawn funds are received by your payment service provider. We also reserve the right to request an alternative bank account or other withdrawal method to be used in case we are unable to process the withdrawal to your preferred withdrawal method.

10.2. Your Gate US Account is subject to withdrawal limits. These limits are adjusted dynamically depending on the type of identification documentation we hold on to you. You can view your withdrawal limits at any time in your Gate US Account profile. Before uploading any funds into your Gate US Account, you must ensure that your current withdrawal and spending limits meet your withdrawal and spending requirements as we legally cannot allow you to exceed these limits.

10.3. If your withdrawal request exceeds the current limit, we may decline your request and instead require you to send us documents verifying your identity and address prior to allowing a withdrawal of funds or to otherwise cooperate with us to verify your identity.

10.4. Withdrawals are subject to fees including currency conversion fees (if applicable). Please see section 13 for details.

10.5. For the purposes of a withdrawal transaction, we are a payer and not a payment service provider.

10.6. You must not make a withdrawal to a bank account or other Payment Method if you are not the named holder. We take any violation of this requirement very seriously and will treat any attempt to use a Payment Method of which you are not the named holder as a fraudulent act.

10.7. You must ensure that the payment details you enter when withdrawing funds are correct and complete. We will not be liable for withdrawn funds being sent to the wrong account where this is due to you providing incorrect payment details. When withdrawing to a bank account, you must ensure that the account number, sort code, IBAN and/or BIC/SWIFT are correct. If you have withdrawn funds to the wrong account, you may request that we assist you in reclaiming the funds. However, we will charge you an administration fee as displayed in the "Fees" section of the Website for doing so and we cannot guarantee that the reclaim efforts will be successful.

11. Fees

11.1. Transaction related fees can be viewed at any time in the "Fees" section of our Website. Additional fees apply to Gate US Accounts used for commercial purposes in accordance with the applicable terms and conditions referred to above. You should print or download and keep a copy of the "Fees" section together with a copy of these Terms of Use. Fees are subject to change.

11.2. Your transactions may be subject to currency conversions. If you make a payment from your Gate US Account denominated in one currency to a Gate US Account denominated in another currency, you will be asked to either make the payment in the currency of your Gate US Account or in another currency. If you choose the currency of your Gate US Account, then the recipient will pay the fee for the conversion into the currency of his or her Gate US Account. If you choose the currency of the recipient's Gate US Account, you will pay the fee for the conversion into the currency of the payment. If you choose a currency that is neither the currency of your Gate US Account nor the currency of the recipient's Gate US Account then you will pay the fee for the conversion into the currency of the payment, and the recipient will pay the fee for the conversion of the payment currency into the currency of his or her Gate US Account.

11.3. For every currency conversion, we will apply the interbank market rate published by a third-party foreign currency data provider (Reuters) to which, we add a foreign exchange fee, which is displayed in the "Fees" section of the Website. The foreign exchange fee is payable in addition to the transaction fee. Where we charge fees to you in EUR, we won't apply a foreign exchange fee but will convert the amount in EUR to the currency of your Gate US Account at the applicable wholesale exchange rate.

11.4 Our Fees are either expressed as a percentage of the transaction or as a fixed amount in USD. Where fixed fee amounts are displayed in a currency other than USD, this is for information purposes only. If fees are deducted from a balance or a transaction denominated in a different currency, the USD fee amount will be converted into an equivalent fee in that other currency based on the Gate US wholesale exchange rates applicable at the time and (as displayed on the "Fees" section of the Website under the "Currency Conversion Fees") and then deducted. We will not apply a foreign exchange fee on currency conversions of fees.

11.5. Fees payable by you will be deducted from your Gate US Account balance and you hereby authorize us to do the same. Transaction fees will be charged when the transaction is executed. If your Gate US Account balance is insufficient to cover the fees, we may refuse to execute the payment. Reversal or chargeback fees will be deducted when incurred.

11.6. If the deduction of fees results in a negative Gate US Account balance, you will be required to repay such negative balance by uploading sufficient funds into your Gate US Account. Failure to do so is a breach of these Terms of Use. Repayment of the negative balance is due immediately without notice. However, we reserve the right at any time to send you reminders that you need to upload funds or to take other debt collection measures including but not limited to instructing a debt collection agency or solicitors or to pursue the claim in court. We reserve the right to charge you expenses we have reasonably incurred in connection with any debt collection or enforcement efforts.

12. Your Data

12.1. You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect our respective rights and obligations under data protection legislation. You may withdraw this consent by closing your Gate US Account. If you withdraw consent in this way, we will cease using your data for this purpose, but may continue to process your data for other purposes where we have other lawful grounds to do so, such as where we are legally required to keep records of transactions.

12.2. The processing of your data is governed by our Privacy Notice which can be found on our website.

13. Liability

13.1. In the case of an unauthorized payment or a payment that was incorrectly executed due to an error by us, we shall, as soon as practicable, refund the payment amount including all fees deducted therefrom. This shall not apply:

13.1.1. where the unauthorized payment arises from your failure to keep the personalized security features of your Gate US Account safe in accordance with section 6 of these Terms of Use, in which case you shall remain liable for the first \$100 unless section 15.1.3 applies.

13.1.2. if you fail to notify us without undue delay of any loss of your password or other security features or other event that could reasonably be expected to have compromised the security of your Gate US Account after you have gained knowledge of such event in which case you shall remain liable for losses incurred until you notify us.

13.1.3. if the transaction was unauthorized but you have acted fraudulently or compromised the security of your Gate US Account with intent or gross negligence, in which case you shall be solely liable for all losses; or

13.1.4. if you fail to dispute and bring the unauthorized or incorrectly executed transaction to our attention within thirteen (13) months from the date of the transaction.

13.2. Unless you have acted fraudulently, section 15.1.1 shall not apply to transactions made after you have notified us in accordance with section 6.2, where we have failed to provide you with appropriate means for notification or we are required to use strong customer authentication but fail to do so, in which case we shall remain liable and refund any unauthorized transaction to you as soon as practicable.

13.3. Without prejudice to the foregoing, you are asked to check the transactions history of your Gate US Account regularly and frequently and to contact Customer Service immediately in case you have any questions or concerns.

13.4. In the case of any incorrect or misdirected payment, we shall take reasonable measures to assist you with tracing and recovering such payments.

13.5. Subject to the foregoing, we shall not be liable for any disruption or impairment of our service or for disruptions or impairments of intermediary services on which we rely for the performance of our obligations hereunder, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond our reasonable control, or the control of the intermediary affected.

13.6. We shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation. We shall not be liable for any losses arising from our compliance with legal and regulatory requirements.

13.7. Nothing in these Terms of Use shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.

13.8. Our obligation under these Terms of Use is limited to providing you with an electronic money account and related payment services and we do not make any statement in relation to or endorsement of the quality, safety or legality of any goods or services provided by a Gate US customer or intermediary.

13.9. We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from your use of the Gate US Account or services provided in these Terms of Use.

13.10. Reimbursement. You agree to defend, reimburse or compensate us and hold us and our other companies in our corporate group harmless from any claim, demand, expenses or costs (including legal fees, fines or penalties) that we incur or suffer due to or arising out of your or your agents' breach of these Terms of Use, breach of any applicable law or regulation and/or use of the services. This provision shall survive termination of the relationship between you and us.

14. Termination and suspension

14.1. We may terminate your Gate US Account, or any payment service associated with it by giving you two months' prior notice. You may terminate your Gate US Account with us at any time. Different termination provisions may apply if you use your Gate US Account for commercial purposes as set out in section 4.7 above.

14.2. Together with a termination notice or at any time thereafter we may give you reasonable instructions on how to withdraw remaining funds.

14.3. If your Gate US Account is subject to a reserve, termination of your Gate US Account will not affect our right to hold the reserve and to make deductions therefrom for the time agreed.

14.4. We may at any time suspend or terminate your Gate US Account without notice if:

14.4.1. you breach any condition of these Terms of Use or any other condition applicable to specific services covered by separate terms and conditions.

14.4.2. you violate or we have reason to believe that you are in violation of any law or regulation that is applicable to your use of our services.

14.4.3. we have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity.

14.4.4. we have reason to believe that another Gate US Account provided by us or one of our group companies is held by you and has been used for any fraudulent activity, money laundering, terrorism financing or other criminal activity; or

14.4.5. you harass or engage in obscene, rude, or abusive behavior against us or any of our representatives.

14.5. We may suspend your Gate US Account at any time if:

14.5.1. we reasonably believe that your Gate US Account has been compromised or for other security reasons; or

14.5.2. we reasonably suspect your Gate US Account to have been used or is being used without your authorization or fraudulently; and we shall notify you either prior to the suspension or, if prior notification is not possible under the circumstances, promptly after the suspension unless we are prohibited by law to notify you.

15. Changes to these Terms of Use

15.1. These Terms of Use and any additional terms and conditions that may apply are subject to change. Changes will be implemented with prior notice from us under the procedure set forth in this section.

15.2. We shall give notice to you of any proposed change by sending an email to the primary email address registered with your Gate US Account.

15.3. The proposed change shall come into effect two (2) months after the date the change notice is deemed received under section 16.1, unless you have given us notice that you object to the proposed changes before the changes come into effect. Changes that make these Terms of Use more favorable to you shall come into effect immediately if so, stated in the change notice. Changes to exchange rates shall come into effect immediately without notice and you shall not have the right to object to such a change.

15.4. If you object to the changes, they will not apply to you. However, any such objection shall constitute a notice by you to terminate and close your Gate US Account. Your Gate US Account will be closed in accordance with the provisions of section 7 above.

16. How we communicate

16.1. We usually contact you via email. For this purpose, you must at all times maintain at least one valid email address in your Gate US Account profile. You are required to check for incoming messages regularly and frequently. Emails may contain links to further communication on our website.

16.2. Where legislation requires us to provide information to you on a durable medium, we will either send you an email (with or without attachment) or send you a notification pointing you to information on our Website in a way that enables you to retain the information in print format or other format that can be retained by you permanently for future reference. We recommend you keep copies of all communications we send or make available to you.

16.3. You can request a copy of the current Terms of Use or any other contractual document relevant to you by contacting Customer Service.

16.4. In order to view emails, you need a computer with email software that can display emails in HTML format. We may also send you attachments in Adobe Systems Inc.'s Portable Document Format (PDF), for which you need Adobe's Acrobat Reader, which can be downloaded for free at the Adobe website.

16.5. We will never send you any emails with executable files attached or with links to any executable files. If you receive any email with such attachments, you should delete the message without clicking on the attachment. If you are unsure whether a communication is originating from us, please contact Customer Service.

16.6. We will communicate to you in English and will always accept communications made to us in English. You can choose your preferred language from the list of supported languages in your Gate US Account profile, and we will send you automated email notifications and communications regarding changes to these Terms of Use in your chosen language. For non-standard communication, we reserve the right to communicate with you in English. Documents or communications in any other languages are for convenience only and shall not constitute an obligation on us to conduct any further communication in that language.

16.7. Apart from communicating via email, we may contact you via letter or telephone, where appropriate. If you use any mobile services, we may communicate with you via SMS. Any communication or notice sent by post will be deemed received three days from the date of posting for UK post or within five days of posting for international post. Any communication or notice sent by SMS will be deemed received the same day.

16.8. You may contact us at any time by sending a message to Customer Service via the "Support" facility <https://www.Gate.us>

17. Complaints

17.1. Any complaints about us or the services we provide should be addressed to us in the first instance by contacting Customer Service. You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere query. We send you a complaint acknowledgement by post or by email within 48 hours of receiving your complaint in accordance with our complaint's procedure. A copy of our complaint's procedure is available here.

17.2. We endeavor to provide you with an answer or resolution to your complaint within a reasonable timeframe. Should this not be possible due to unforeseen circumstances or lack of information, we will contact you.

17.3. If your complaint is not resolved to your satisfaction, you may contact to: or via Website at:

18. Miscellaneous

18.1. No person other than you shall have any rights under these Terms of Use.

18.2. Your Gate US Account is personal to you, and you may not assign any rights under the Terms of Use to any third party.

18.3. Your Gate US Account is operated in United State (only) and these Terms of Use shall be governed by and interpreted in accordance with the laws of United States. Any dispute under these Terms of Use or otherwise in connection with your Gate US

18.4. If any part of these Terms of Use is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Terms of Use, which shall continue to be valid and enforceable to the fullest extent permitted by law.

Termination / Changes

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

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