

User Agreement

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This User Agreement applies to our website www.gatemt.com and mobile application.

Revision Log

Version 1.1	Creation of this document

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Gate.MT User Agreement

Gate Technology Ltd is a private limited liability company established and registered in Malta with Company Registration Number C 89337, whose registered office is situated at The Penthouse, Carolina Court, Giuseppe Cali Street, Ta' Xbiex, XBX 1425, Malta (hereinafter referred to as "*Gate.MT*").

Gate.MT is licensed by the Malta Financial Services Authority as a Class 4 Virtual Financial Assets Services Provider and authorised, under Licence Number GTEC, to provide the following VFA Services to non-experienced investors, in relation to Virtual Financial Assets (hereinafter referred to as "*VFAs*", and each a "*VFA*"): (i) the operation of a VFA exchange; and (ii) Custodian or Nominee Services (together, the "*Services*").

Gate.MT is subject to the Virtual Financial Assets Act, Chapter 590 of the laws of Malta, to Chapter 3 of the Virtual Financial Assets Rulebook applicable to VFA Service Providers, as well as, any other applicable laws, rules or regulations, as may be amended from time to time.

This User Agreement covers the Services provided by Gate.MT and governs the legal relationship between the client (hereinafter referred to as the "*User*"), and Gate.MT (together, the "*Parties*") in respect of the Services offered by Gate.MT or any associated mobile applications (collectively referred as the "*Site*").

By signing up for, registering or creating an account with Gate.MT, the User warrants, confirms and agrees that he has read and understood, and accepted all of the terms and conditions contained in this Agreement.

1. GENERAL PROVISIONS

- 1.1. THIS AGREEMENT CONSTITUTES A LEGAL AGREEMENT AND CREATES A BINDING CONTRACT BETWEEN THE USER AND GATE.MT. THIS AGREEMENT CONTAINS IMPORTANT LEGAL PROVISIONS, INCLUDING THE USER'S RIGHTS AND OBLIGATIONS, DISCLOSURES IN RESPECT OF RISKS ASSOCIATED WITH TRANSACTIONS INVOLVING VFAS, THE USER'S INDEMNIFICATION AND GATE.MT'S LIMITATION OF LIABILITY. IT IS HIGHLY RECOMMENDED FOR THE USER TO READ THE TERMS OF THIS AGREEMENT CAREFULLY.

- 1.2. Before using or accessing any of the Services offered by Gate.MT through websites operated by Gate.MT including www.gatemt.com, any associated mobile applications and APIs, any related software, forums, blogs, social media pages and other relevant platforms operated or maintained by Gate.MT (collectively the "*Sites*") the User should read this Agreement and any document referred to in it very carefully, and understand all the terms and conditions, since they govern the User's use of the Services. The Agreement consists of the main body, the Privacy Notice, the Risk Disclosure, the Cookies Notice (refer to the Cookie Usage Notice document), Gate.MT's know-your-client (hereinafter referred to as "*KYC*") and anti-money laundering and counter-terrorist financing (hereinafter referred to as "*AML/CFT*") policies, as well as any rules, statements, warnings, reminders, disclaimers, instructions, policies and/or procedures that have already been published, or may be published in the future on the Sites. The User will be notified of any changes in this Agreement through appropriate e-mail communication.

- 1.3. By signing up for, registering or creating an account with Gate.MT on the Sites (hereinafter referred to as the "*Account*"), accessing, using or attempting to use any of the Services provided by Gate.MT, the User acknowledges that he has read, understood and accepted all of the contents of the terms and conditions stipulated herein, as amended from time to time, including all of the provisions set forth in any other documents the User may be required to accept such as the Privacy Policy, and agrees to be legally bound by such contents. In addition, when using some

features of the Services, the User may be subject to specific additional terms and conditions applicable to those features. For the avoidance of doubt, by using such features, the User expressly agrees to any such additional terms and conditions applicable to those features and agrees to be bound by the same.

- 1.4. Where the User does not acknowledge, understand or agree with the contents of the terms and conditions stipulated in this Agreement, such User is advised to not access the Sites or utilise any of Gate.MT's Services and instead, seek any additional clarifications and/or guidance from Gate.MT. Where the User does not acknowledge, understand or agree with the contents of the terms and conditions stipulated in this Agreement, yet proceeds to access the Sites and utilise any of Gate.MT's Services, Gate.MT shall not be held liable for any damages ensuing therefrom.
- 1.5. By making use of the Services, the User acknowledges and agrees that, *inter alia*:
 - i. he is aware of the risks associated with transactions involving VFAs;
 - ii. he shall assume and be fully and solely responsible for all risks related to the use of the Services and any transactions involving VFAs; and
 - iii. Gate.MT shall under no circumstances be liable for any such risks or adverse outcomes resulting therefrom.
- 1.6. The User should not use the Services if he does not understand, or is otherwise not comfortable with the abovementioned risks.
- 1.7. Through this Sites, Gate.MT provides the User with:
 - i. an order matching platform that automatically, and according to pre-established criteria, matches the User's orders to buy or sell VFAs with open orders from other Users in respect of their VFAs (hereinafter referred to as the "*Exchange Service*").

- ii. a digital asset wallet enabling the User to store VFAs which would have been traded via the Exchange Service (hereinafter referred to as the "*Custody Service*").
- 1.8. Depending on the User's country of citizenship and/or residence, Gate.MT may offer the User other ancillary services that are legally permitted by such User's local competent authorities. The User may not be able to access the full Services of the Sites at certain locations. It is the User's responsibility to follow the applicable laws, rules and regulations in the country of citizenship, residence and/or country from where such User accessed the Sites and Services. By accessing the Services of the Sites, the User undertakes that he/she has abided by all applicable laws, rules and regulations. In the event that the User has accessed any services of Gate.MT in contravention of any applicable laws, rules and regulations, the User shall be wholly and fully responsible for such breaches or contravention and Gate.MT shall not be responsible for any claims, liability, losses, damage, costs, proceedings, disputes or demands arising out of such breaches or contravention.
- 1.9. By creating an Account with Gate.MT, the User agrees to maintain the security and confidentiality of the User's login credentials and restrict access to the User's Account and the User's computer, tablet, or mobile device and take full legal responsibility for all activities that take place on the User's Account, whether authorised or unauthorised, and accept all risks of unauthorised access. The User undertakes to immediately notify Gate.MT of any unauthorised use of the Account or any other breach of security that has come to his notice.

2. INTERPRETATION

- 2.1. In this Agreement, unless the context requires otherwise:

- i. headings are inserted for convenience only and will not affect the construction or interpretation of this Agreement;
- ii. words importing one gender include all other genders and words importing the singular include the plural and vice-versa;
- iii. any reference to applicable laws, regulations, bye laws, rules, guidance or customs shall be construed in accordance with Clause 36 below;
- iv. any reference to a statute, statutory instrument, or other regulations includes all provisions, rules and regulations made under them and will be interpreted as reference to such statute, statutory instrument, or regulations as amended, consolidated, re-enacted or replaced from time to time; and
- v. a reference to any Party shall include that Party's permitted assignees and successors in title.

3. GATE.MT'S SERVICES

3.1. *Exchange Service*

3.1.1. The Exchange Service allows the User to access Gate.MT's proprietary order matching platform that automatically and according to pre-established criteria matches the User's orders to buy or sell VFAs having different blockchain/ network standards, with open orders from other Users in respect of their VFAs.

3.1.2. Gate.MT does not provide any services, or permits Users to deposit, withdraw or trade legal tender (fiat currency) of any country for a VFA, or vice-versa. As a result, Users using the Exchange Service are only permitted to trade one type of VFA for another type of VFA.

3.1.3. The User will not be able to pre-determine or undertake a trade with a pre-determined User. Similarly, an order may be partially filled or may be filled by multiple matching orders arising from different Users.

3.1.4. Gate.MT does not participate in the transaction of VFAs as a buyer or a seller.

3.2. Custody Service

3.2.1. In order to expediate and facilitate trades on the Exchange Service, any VFAs which would have been acquired by the User using the Exchange Service will be held by Gate.MT in the User's VFA wallet.

3.2.2. Where any VFAs belonging to the User are held in custody by Gate.MT, the latter shall be regarded as holding such VFAs solely for and on behalf of and in the interest of the User. Gate.MT shall recognise the User as the beneficial owner of any such VFAs. Gate.MT will not deal with such VFAs, use as security or in any way make use of such VFAs, other than as lawfully directed and with the prior written authorisation of the User.

3.2.3. VFAs held by Gate.MT on behalf of the User shall be held in specially created and segregated accounts from Gate.MT's proprietary accounts and/or accounts of other Users. Individual User entitlements are identifiable by separate physical documents of title or other electronic record/s, which are reconciled at least on a monthly basis. In the case of an irreconcilable shortfall between the User's account and Gate.MT's records, Gate.MT shall remedy any such discrepancy.

3.3. General

3.3.1. Through Gate.MT strives to maintain the Sites to provide the User sustainable, safe, stable and smooth services, there are no guarantee that the Service will be no delays, failures, errors, omissions or loss of transmitted information. The User understands and agrees that Gate.MT has the right to suspend the Service for system update and upgrading, new function addition, and other cases where the Service shall be interrupted by Gate.MT's judgment. Gate.MT shall not be liable

for any claims, losses, damage, liability, costs or expenses incurred, arising out of or in relation to such delay, failure, error, omission and/or suspension.

3.3.2. Gate.MT may, in its sole discretion and without liability to the User, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of Gate.MT's Services. Gate.MT shall not be liable for any claims, losses, damage, liability, costs or expenses incurred, arising out of or in relation to such modification or discontinuance.

3.3.3. If the User is not satisfied with any of Gate.MT's Services, he has the right to:

- i. stop accessing or using Gate.MT Services offered through the Sites;
- ii. notify Gate.MT to close his Account and terminate the Services to the User in accordance with Clause 26.1 below. When the Service is terminated, the User's right to use or access the Sites is also terminated, and Gate.MT will have no further obligation to deliver information to the User or other third parties without a just reason.

4. ELIGIBILITY FOR REGISTRATION

4.1. The User is required to meet strict eligibility requirements in order to access the Services offered by Gate.MT through this Sites.

4.2. Gate.MT may not make all of the Services available in all markets and/or jurisdictions, and may restrict or prohibit use of all or a portion of the Services from certain locations. Use of the Services by a User from, , Myanmar, North Korea, (hereinafter referred to as the "***Restricted Locations***") is prohibited. The Restricted Locations may change according to changes in policies and product types. Gate.MT may not inform the User specifically of any changes on such occasions. The User is requested to pay attention to any updates of this Agreement. If the User does not meet these eligibility requirements, the User should not use

Gate.MT's Services. By accessing the Sites, the User undertakes that he/she is eligible of having such access to the Services. The User shall be wholly and fully responsible for his/her use of or access to the Services.

- 4.3. By clicking "*I agree to the Gate.MT User Agreement*" button, the User is deemed to have agreed to and accepted all the terms and conditions of the Agreement and have the legal right and full capacity to use all the Services, including, but not limited to, checking the related information of the Services, placing orders, making trading activities rationally, and to bear any and all risks generally associated with transactions involving VFAs, including holding VFAs.
- 4.4. The User shall provide true, accurate, current and complete information and shall not falsify or materially omit any information or provide misleading information to Gate.MT, including but not limited to using borrowed, stolen, one-time-use/temporary or randomly generated phone numbers or email addresses. The User acknowledges that Gate.MT will use and rely on such information in performing the Services contemplated by this Agreement. In the event that any information provided to Gate.MT becomes untrue, inaccurate, outdated, incomplete or misleading, the User shall promptly notify Gate.MT.
- 4.5. Gate.MT reserves the right to decide whether to accept the User's application for registration on this Sites under any other circumstances.
- 4.6. Furthermore, if the User does not have the registration qualifications agreed on in this Agreement, Gate.MT shall have the right to refuse to allow the User to register; if the User has already registered on the Sites, Gate.MT shall have the right to revoke the User's Account. In this event, Gate.MT shall not be responsible for any claims, liability, losses, damage, costs, proceedings, disputes or demands arising out of or in relation to such revocation.
- 4.7. The User agrees to:

- i. bear any and all liabilities for his own transactional and non-transactional activities in relation to the User's Account, as well as any and all profits and losses emanating therefrom.
- ii. comply with any and all relevant laws, including but not limited any AML related laws and the reporting of any transaction profits for tax purposes.
- iii. receive emails or short messages sent by Gate.MT on the Sites related to the management and operation thereof.

4.8. The User confirms that the information provided at the time of registration is complete, true, accurate, up-to-date and non-misleading.

5. REPRESENTATIONS AND WARRANTIES

- 5.1. By signing up for, registering or creating an Account, and accessing, using or attempting to use any of Gate.MT's Services, the User represents and warrants that:
- i. he is at least eighteen (18) years old, or is of legal age to enter into this Agreement according to the laws of his country of citizenship and/or residence, whichever is higher;
 - ii. he has not previously been suspended or removed from the Sites or the Services;
 - iii. he is not under any legal disability with respect to, and is not subject to any law or regulation which prevents: (i) him from entering into this Agreement, or (ii) his performance according to this Agreement or any transaction contemplated herein, and that as a result he has sufficient capacity to accept these terms and conditions, enter into transactions and to use the Sites for VFA transactions;
 - iv. he has full power and authority to enter into this Agreement and in doing so will not violate any other agreement to which the User is a party;

- v. he is not located in, under the control of, or a citizen, national or resident of any Restricted Locations, or any country to which Malta, the European Union, the United Nations, the United States of America, the United Kingdom, the Financial Action Task Force or any FAFT–Style Regional Body, as well as any other administrative law enforcement agencies in other jurisdictions, has embargoed goods or services or otherwise subject to any form of trade or economic sanction or embargo;
 - vi. he is not subject to any freezing order, bankruptcy or insolvency proceedings, or other interdiction or restriction of any kind under applicable law entering into transactions or owning and disposing of assets;
 - vii. any VFAs the User deposits with Gate.MT through the Custody Service are not the proceeds of any criminal, unlawful or illegal activity or money laundering or terrorist financing activity, each as interpreted in the broadest terms;
 - viii. any information which the User has provided or may provide to Gate.MT is complete, up–to date and correct in all respects and in the event that any of the information supplied by the User ceases to remain complete, up–to date and correct in any respect, he shall provide Gate.MT with such revised and updated information without delay;
 - ix. he is in compliance with all laws to which he is subject, including, without limitation, all tax laws and regulations, exchange control requirements, and registration requirements; and
 - x. his use of the Services, including but not limited to the User’s registration with the Sites, purchase or sale of VFAs via the Sites, release of information on the Sites and other behaviours indicating the User’s acceptance of the Services offered by Gate.MT through the Sites, is not and will not be in breach of any applicable laws and/or regulations in the User’s country of citizenship and/ or residence, in which case the User shall immediately stop using the Sites or the Services.
- 5.2. The User further represents and warrants that he is, and shall remain at all times, the ultimate and effective beneficial owner of any VFAs held by Gate.MT through

the Custody Service or otherwise subject to this Agreement, that the User shall not act as nominee or trustee for any other person and that the User shall not transfer, assign, pledge, charge or otherwise create any security interest whatsoever over such VFAs without Gate.MT's prior written consent. The User shall indemnify Gate.MT including its affiliates, directors, employees, agents and contractors against all claims, proceedings, demands made by any person in relation thereto.

5.3. The Client undertakes and agrees not to:

- i. use the Sites or any Services to disrupt trading order of Gate.MT or for illegal activities;
 - ii. violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organisation;
 - iii. provide false, inaccurate, incomplete or misleading information to Gate.MT;
 - iv. take or attempt to take any action or claim ownership of any property that infringes or would infringe upon: (a) Gate.MT's intellectual property interests in and to the Services as set forth in Clause 19, or (b) any third party's copyright, patent, trademark, or other intellectual property rights;
 - v. distribute unsolicited or unauthorised advertising, promotional or marketing material or any junk mail, spam, or chain letters;
 - vi. reverse engineer or disassemble any aspect of the Sites or Services for any purpose, including but not limited to, in an effort to access any source code, object code, underlying ideas and concepts, and algorithms;
 - vii. take any action that imposes an unreasonable or disproportionately large burden or load on Gate.MT's infrastructure (including, but not limited to, servers, networks, data centres and related or like equipment), or detrimentally interfere with, intercept, or expropriate any of Gate.MT's systems, data, or information;
 - viii. transmit or upload any material to the Sites or Services that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
- and/or

ix. attempt to gain unauthorised access to Gate.MT's systems of computer systems or networks connected to the Services, including through password mining or any other means.

5.4. Furthermore, the User undertakes not use the Sites or any Service provided by Gate.MT to engage or attempt to infringe the legitimate rights and interests of others or make improper profits or disturb the normal order of online trading. The User shall not engage in market manipulation through the employment of abusive strategies that may be carried out by any means of trading or any other means, including but not limited to committing acts of spoofing, wash trading, pump and dump schemes, or disseminating false or misleading information to the public through any media. Gate.MT reserve the rights to address such behaviours through an appropriate sanction, in its sole and absolute discretion, including without limitation to cancelling the trading eligibility and illegal earnings, and suspending the Services and the User's Account in accordance with Clause 23 below. In the case the User's behaviour causes any losses to Gate.MT, Gate.MT reserves the right to claim damages and take legal action against the User.

5.5. Gate.MT will strive to provide the Services in accordance with applicable laws, regulations, byelaws, licence conditions, guidelines, exchange requirements, customs, usages and other provisions or market practices to which Gate.MT may be subject from time to time.

6. TAXATION

6.1. For the avoidance of doubt, it is the User's responsibility to determine what, if any, taxes apply to the trades the User undertakes through the Exchange Service and Custody Service. It is the User's sole responsibility to report, paying and/or remitting the correct tax arising from his use of Gate.MT's Services to the appropriate tax authority, if any. Gate.MT is not responsible for determining whether taxes apply to the User's trades or for collecting, reporting, withholding or

remitting any taxes arising from such trades. Gate.MT shall not be liable for any claims, losses, damage, liability, costs or expenses incurred, arising out of or in relation to the User's failure, delay or omission of tax reporting.

- 6.2. Notwithstanding the above, by agreeing to this Agreement, the User authorises Gate.MT to deduct or withhold any sum, which Gate.MT is required or liable to deduct or withhold under the law or practice of any revenue authority in any relevant jurisdiction.

7. KYC AND AML/CFT REQUIREMENTS

- 7.1. Gate.MT strictly follows KYC, AML/CFT and other regulations in respective jurisdictions. The User fully agrees to assist Gate.MT in fulfilling any applicable laws and regulations by providing any necessary information to Gate.MT if such is required from the User. The User further agrees to permit Gate.MT to provide any such information to relevant government authorities, regulatory authorities, regulators, courts, enforcement agents, judicial or administrative authorities to assist in any litigation, investigation, proceedings or claims or for any compliance purposes.

7.2. *Know-Your-Client Requirements*

- 7.2.1. The User shall provide Gate.MT with the necessary documents relevant to the registration and opening of the Account. The User further agrees to promptly provide true and complete copies of all amendments or supplements to such documents. The User shall indemnify and hold Gate.MT, its affiliates, directors, employees, agents and/or contractors harmless against any and all claims, losses, damage, costs, expenses, liability, judgment and/or proceedings that Gate.MT, its affiliates, directors, employees, agents and/or contractors may suffer or incur arising out of any failure by the User to provide Gate.MT with the documents required by it.

7.3. Anti-Money Laundering And Counter-Terrorist Financing Requirements

7.3.1. Gate.MT is committed to providing Users with safe, compliant, and reputable services. Accordingly, Gate.MT insists on a comprehensive and thorough customer due diligence process and implementation and ongoing analysis and reporting. This includes monitoring of and for suspicious transactions and mandatory reporting to international regulators. Gate.MT needs to keep certain information and documentation on file pursuant to applicable law and its contractual relationships, and Gate.MT hereby expressly reserves the right to keep such information and documentation. This will apply even when the User terminates his relationship with Gate.MT or abandon his application to have an Account with Gate.MT.

8. THE ACCOUNT

8.1. In order to make use of the Exchange Service and/or the Custody Service, the User must register for an Account, and provide any such information that Gate.MT may request. The Account is only accessible through the Sites, by logging in using the same email address and password used during the registration process, or as changed by the User from time to time.

8.2. When the User registers for an Account, such User agrees to:

- i. create a strong password that the User does not use for any other website or online service;
- ii. maintain and promptly update the User's Account information;
- iii. enable two factor authentication as a further protection to the User's Account;
- iv. maintain the User's Account secure by protecting the User's login credentials and by restricting access to the Account;
- v. promptly notify Gate.MT as applicable if the User discovers or otherwise suspects any security breaches related to his Account;

- vi. take responsibility for all activities that take place on the User's Account and accept all risks of any authorised or unauthorised access to such Account, insofar as they are not attributable to Gate.MT; and
- vii. be bound by all terms and conditions of this Agreement.

9. OPERATION OF THE USER'S ACCOUNT

- 9.1. In order to access the Exchange Service, the User must first transfer VFAs in his Account, unless such User would already have a balance resulting from previous transactions and/or trades.
- 9.2. Gate.MT does not hold clients' money, therefore the User may only transfer and hold VFAs in his Account.
- 9.3. The User may instruct Gate.MT to transfer any of his VFAs held by Gate.MT through its Custody Service to another digital asset wallet capable of receiving such VFAs, which belongs to the same User, provided that such other digital asset wallet would have undergone KYC and AML/CFT procedures by Gate.MT in accordance with Clause 39 below.
- 9.4. Gate.MT may suspend or terminate the processing of any VFA transaction, at any time if it determines, in its sole discretion, that the User has violated this Agreement or that its provision or the User's use of the Service in the User's jurisdiction is unlawful.
- 9.5. Gate.MT shall not be liable under any circumstances for any direct, indirect, or consequential loss which results or may result from the User's use of the Services (including but not limited to system errors, deletion or loss of files, defects or delays in transmission of instructions or other information, any failure of either of Gate.MT's server or the internet, loss of data, or any other event beyond Gate.MT's reasonable control) or the User's access to the internet or Services or

use thereof for any purpose whatsoever or for any reliance on or use of information received on or through the Sites, the Services or the internet.

10. TRADING INSTRUCTIONS

- 10.1. Gate.MT may, at any time and in its sole discretion, refuse any order submitted on the Sites's Exchange Service, impose limits on the trading volume or value, or impose such other conditions or restrictions on the placement of orders without prior notice. Gate.MT may not provide a reason for any such refusal or imposition of conditions or restrictions and will not be liable for any claims, losses, damage, liability, costs or expenses incurred, arising out of or in relation to any such refusal or imposition of conditions or restrictions.
- 10.2. The User may only cancel his buy or sell order if such cancellation occurs before Gate.MT matches such order. Once the User's order would have been matched with an order of another User, the User would not be able to change, withdraw or cancel such an order.
- 10.3. If a limit order has been partially filled, the User may cancel the unfilled part of that limit order. All market orders are irreversible once initiated, therefore Gate.MT shall refuse any cancellation request associated with a market order once the User would have submitted such order.
- 10.4. The User will be able to place an order to the extent that he has sufficient VFAs in the Account to complete such order.

11. CALCULATION

- 11.1. All the transaction calculations are verified by Gate.MT, and all the calculation methods have been posted on the Sites, but Gate.MT cannot ensure that the User's use of this Sites will not be disturbed or free from errors.

12. FEES AND CHARGES

- 12.1. The User agrees and accepts to be bound by, and pay any applicable fees and charges for using Gate.MT's Service, and authorises Gate.MT to deduct fees from his Account.
- 12.2. The current list of applicable fees and charges and related details on payment of same can be accessed at www.gatemt.com.
- 12.3. The User agrees and understands that Gate.MT may revise or update fee schedule from time to time in its sole discretion, and any changes to the fee schedule are effective immediately.

13. NO FINANCIAL ADVICE

- 13.1. Gate.MT is not a broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to the User in connection with any trades or other decisions or activities effected by the User's use of the Services. No communication or information provided to the User by Gate.MT is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice in respect of any VFAs listed on the Sites and/or available through the Services. The contents of the Sites should not be used as a basis for making investment decisions and is not intended, as an attempt to market or promote any type of VFA.
- 13.2. Unless otherwise specified in this Agreement, all trades are executed automatically, based on the parameters of the User's order instructions and in accordance with posted trade execution procedures, and the User is solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for him, according to his personal investment objectives, financial

circumstances and risk tolerance, and the User shall be solely responsible for any loss or liability therefrom. The User should consult legal or tax professionals regarding his specific situation. Gate.MT does not recommend that any VFAs should be bought, earned, sold, or held by the User. The contents of the Sites does not constitute an invitation to invest in any VFA or constitute or form a part of any offer for the sale or subscription of, or any invitation to offer to buy or subscribe for, any VFA. Before making the decision to buy, sell or hold any VFAs, the User should conduct his own due diligence and consult his financial advisors prior to making any investment decision. Gate.MT will not be held responsible for the decisions the User makes to buy, sell, or hold VFAs based on the information provided by Gate.MT.

14. THIRD PARTY CONTENT

14.1. In using the Services, the User may view content provided by third parties, including links to web pages of such parties, including but not limited to Facebook and Twitter links (hereinafter referred to as the "*Third-Party Content*"). Gate.MT does not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, the User's business dealings or correspondence with such third parties are solely between the User and the third parties. Gate.MT is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and the User understands that the User's use of Third-Party Content, and interactions with third parties, is at the User's own risk.

15. USER RIGHTS AND OBLIGATIONS

15.1. *The User's login credentials and security*

15.1.1. A person has the right to choose to be or not to be a Gate.MT User.

- 15.1.2. A person becomes a User of Gate.MT by successfully creating an Account on the Sites and obtain a combination of a username (or email address) and a password. The User is solely responsible and liable for all the activities and events logged in using this combination of username (or email) and password and accepts all the risks.
- 15.1.3. the User has the obligation to protect his Account, username and password, SMS verification code (verification code sent to the User's phone number in message) and TOTP code (dynamic code generated by the authentication app associated to the User's Account, which can be set in Two Factor Authentication on Gate.MT page), API Key and Secret and is solely responsible for the safety of username and password, SMS code and TOTP, API key and secret. The User shall take full responsibility and liability for all legal consequences from leaking the above-mentioned information and shall not hold Gate.MT liable for any loss of VFAs due to the leakage of the information caused not by Gate.MT.
- 15.1.4. The User can reset his Account's password via the email associated to his Account or SMS sent to the phone number associated to the User's Account in the case the Account was created via phone number. The User shall promptly notify Gate.MT if the User discovers or otherwise suspects any security breaches related to his Account or unauthorised use of the User's Account.
- 15.1.5. Gate.MT will not ask for the User's password or ask the User to deposit to address not provided on the Sites. The User should never believe in any discounts or promotion information and send his VFAs to an address or addresses not provided by the Sites. It is the User's responsibility to ensure he sends VFAs to the correct address provided for a particular VFA by Gate.MT. The User shall not hold Gate.MT liability for loss of VFAs by sending VFAs to an address or addresses not provided by Gate.MT.

15.2. User Rights

15.2.1. The User has the right to get rewarding or privileges from Gate.MT by making contribution to Gate.MT in accordance with rules set by Gate.MT.

15.2.2. The User has the right to modify his Account information that can be modified and decide if to fill contents that is not a must.

15.2.3. The User has the right to join Gate.MT community and post comments or articles without violation of rules of Gate.MT and laws or regulations.

15.2.4. The User has the right to participate in online or offline activities organised or provided by Gate.MT.

15.2.5. The User has the right to enjoy related services provided by Gate.MT according to the related rules and terms of Gate.MT.

15.3. User Obligations

15.3.1. The User should not use the Sites to threat national security, leak national secret, infringe on the legitimate rights of other individuals or social community or nation and for other illegal activities; the User shall not use the Sites to propagate information violating policies, laws and regulations and social norms.

15.3.2. The User should not create an Account for malicious purpose, including but not limited to creating several accounts for hyping, profit making or receiving awards. The User should not use another User' s Account. In the case Gate.MT detect the above-mentioned activities, Gate.MT may take necessary actions in Gate.MT's sole discretion, including but not limited to, deleting the contents the User posted, cancelling the User's rewards, privilege or VFAs on Gate.MT,

suspending or closing the User's Account, even taking legal proceedings against the User.

15.3.3. The User should not use Gate.MT as arena, platform or media for any unauthorised or illegal activities. The User should not use the name of Gate.MT to participate in any commercial activity or use Gate.MT as arena, platform or media for commercial purpose, without Gate.MT's prior authorisation or permission. In the case Gate.MT detect the above-mentioned activities, Gate.MT may take necessary actions in Gate.MT's sole discretion, including but not limited to, deleting the contents the User posted, cancelling the User's rewards, privilege or VFAs on Gate.MT, suspending or closing the User's Account, even taking legal proceedings against the User.

15.3.4. Any information posted on Gate.MT by the User in any form shall conform to good practice of social norms and shall not violate laws and regulation and terms and rules on Gate.MT or harm or negatively affect the legitimate rights and interest of others. The User shall take full responsibilities and liabilities for all the circumstances for the User's behaviour for posting such information and Gate.MT reserves the rights to claim damages against the User.

15.3.5. The User shall abide by any applicable laws in relation to the legal usage of the Services in his local jurisdiction as well as other applicable laws and regulations applicable to the User. The User declares that his funds come from legitimate sources and do not originate from illegal activities. In the event that Gate.MT, its affiliates, directors, employees, agents or contractors have suffered or incurred any claims, proceedings, demands, disputes, liability, losses, damage, costs or expenses arising out of or in relation to the User's illegal activities, the User undertakes to fully indemnify, hold harmless, defend and save Gate.MT from and against all such claims, liabilities, causes of action, damages, losses, costs or expenses whatsoever.

15.3.6. The User agree that Gate.MT may require him to provide or otherwise collect any necessary information and materials as per relevant laws, orders, demands and requests issued by competent government authorities, regulatory authorities, regulators, courts, enforcement agents, judicial or administrative authorities. The User shall cooperate with and assist Gate.MT in connection with any investigation, examination or enquiry by any government authorities, regulatory authorities, regulators, courts, enforcement agents, judicial or administrative authorities. The User shall promptly provide Gate.MT with any documents, certification, record or other materials they may request in connection with such investigation, examination or enquiry. The User further agrees that Gate.MT may furnish any such information to the relevant government authorities, regulatory authorities, regulators, courts, enforcement agents, judicial or administrative authorities without information the User.

15.3.7. The User acknowledges and agrees that Gate.MT may seize, freeze and/or terminate the User's Account and funds which are flagged out or investigated by legal mandate. Gate.MT may not notify the User of any such action if doing so is prohibited by any laws, orders, demands and requests issued by competent government authorities, regulatory authorities, regulators, courts, enforcement agents, judicial or administrative authorities. Gate.MT shall not be liable for any claims, losses, damage, liability, costs or expenses incurred, arising out of or in relation to any such actions in compliance with any such legal mandate.

16. PRIVACY POLICY

16.1. The Client should refer to Gate.MT's Privacy Policy for information about how Gate.MT collects, uses and shares the User's information.

17. RISK DISCLOSURE

- 17.1. The User can learn more about the risks associated with investing in or trading VFAs, by reading Gate.MT's Risk Notice policy.

18. CONFLICTS OF INTEREST

- 18.1. Gate.MT has a Conflicts of Interest Policy which sets out the effective organisational and administrative arrangements that have been put in place to identify, prevent, manage and monitor conflicts of interest that entail a material potential risk of damage to the interests of its Users. Gate.MT shall take all appropriate steps to prevent conflicts of interest from constituting or giving rise to a material risk of damage to the interests of the User.

19. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 19.1. Unless otherwise indicated by Gate.MT, all copyright and other intellectual property rights relating to all the content and material used on the Sites, or provided in connection with the Services, or which otherwise result from the provision of the Services, including, but not limited to, logos, designs, structure, layouts, graphical images, pictures, text, information, documents, reports, data, software, sound files, any underlying source code and the arrangement thereof (collectively, the "*Intellectual Property*") is the property of and belongs to Gate.MT or their licensors or suppliers and are protected by Maltese and international copyright laws and other intellectual property rights laws.
- 19.2. Gate.MT grants the User a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license, to access and use the Intellectual Property solely for his personal or internal business use limitedly to use the Services. Any other use of the Services is expressly prohibited. Such license is subject to this Agreement and does not permit: (i) any resale of Gate.MT's Intellectual Property; (ii) the distribution, public performance, communication to the public (including making available online) or public display of any of Gate.MT's Intellectual Property;

(iii) modifying or otherwise making any derivative uses of Gate.MT's Intellectual Property, or any portion thereof; or (iv) any use of Gate.MT's Intellectual Property other than for their intended purposes. The license granted under this Clause 19 will automatically terminated upon the Account being converted into a Suspended Account or Closed Account.

20. TRADEMARKS

20.1. Trademarks and any other product or service names, logos or slogans that may appear on the Sites belong to and are owned by Gate.MT, in Malta and in other countries, and may not be copied, imitated or used, in whole or in part, without Gate.MT's prior written permission. The User may not use any of Gate.MT's trademarks, products or service names without Gate.MT's prior written permission, including without limitation any metatags or other "hidden text" utilising any of Gate.MT's trademarks, products or service names. In addition, the look and feel of the Sites and Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Gate.MT and may not be copied, imitated or used, in whole or in part, without Gate.MT's prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned through the Sites or Services are the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Gate.MT.

21. EXCLUSION AND LIMITATION OF LIABILITY

21.1. The User understands and agrees that under no circumstance will Gate.MT be held liable for any of the following events:

- i. loss of User's income or earnings, transaction profits or contractual losses, expected currency losses, data or information;

- ii. disruption of the User' s business or opportunities;
- iii. User' s damage to goodwill or reputation;
- iv. User' s cost of purchasing alternative products or services;
- v. damages to the User's device or the device's software, or any damages sustained to his computer equipment that the User may suffer arising out of or relating to the use, inability to use or non—use of the Service
- vi. User' s indirect, special or incidental loss or damage arising from any infringement (including negligence), breach of contract or any other cause, regardless of whether or not such loss or damage may reasonably be foreseen by Gate.MT, and regardless of whether or not Gate.MT is notified in advance of the possibility of such loss or damage; or
- vii. User' s damages of whatever kind or nature, including indirect, moral consequential, special or exemplary damages, whether in contract, tort (including negligence), breach of statutory duty, or otherwise;
- viii. Items (i) to (vii) are independent of each other.

unless and to the extent that any of the above is suffered or incurred by the User as a result of: (a) Gate.MT's gross negligence, wilful default or fraud; or (b) a breach of Gate.MT's obligations under this Agreement.

21.2. The User understands and agrees that Gate.MT shall not be held liable for any damages caused by any of the following events:

- i. where Gate.MT is properly justified in believing that the User's specific transactions may involve any serious violation or breach of law or this Agreement;
- ii. where Gate.MT is reasonably justified in believing that the User's conduct on the Sites is suspected of being illegal or immoral;
- iii. the expenses and losses arising from the purchase or acquisition of any data, information or transaction, etc. through the Services offered by Gate.MT on the Sites;

- iv. the User's misunderstanding of the Services offered by Gate.MT on the Sites;
 - v. where any action is taken by Gate.MT in accordance to its rights under this Agreement; or
 - vi. any other losses related to the Services provided by Gate.MT on the Sites, which cannot be attributed to Gate.MT.
- 21.3. Where Gate.MT fails to provide the Services or delay in providing such Services due to fires, floods, storms or other adverse weather conditions; power outages or failures; acts of God or the state's enemies; lawful acts of government, judicial or administrative authorities; any and all market movements, shifts, or volatility; computer, server, or internet malfunctions; security breaches or cyberattacks; information network equipment maintenance; information network connectivity failures; errors in computer; communications or other systems, power failures; unexpected accidents; strikes, industrial actions, or labour disputes; revolts, uprising, riots or wars; explosions; failure on the part of banks or other partners; collapse of the VFA market; criminal acts; delays or defaults caused by common carriers; acts or omissions of third parties; other acts that are not within Gate.MT's control or beyond Gate.MT's inability to control, or due to causes on the part of third parties (together hereinafter referred to as "*Force Majeure*"), Gate.MT shall not assume any responsibility for such failure to provide Service or delay in providing Services, or for the resultant loss the User may sustain as a result of such failure or delay. In the event of Force Majeure, Gate.MT is excused from any and all performance obligations and these Services shall be fully and conclusively at an end. Gate.MT shall not be liable for any losses or damages incurred by the User with respect to any transaction in relation to any VFA, any delays in the receipt or processing of the User's instructions or if Gate.MT cannot perform any of its obligations due to Force Majeure.
- 21.4. Gate.MT does not guarantee that the Service will not be interrupted and does not guarantee the timeliness, safety of Services and does not take liability for damages not directly caused by Gate.MT.

- 21.5. The User acknowledges and accepts that Gate.MT shall not be liable to the User in the event that the Sites, including the Exchange Service or the Custody Service becomes inaccessible for any period as a result of communication failure, breakdown or other malfunction, including inadequacy of or defect in any underlying communications services provided by third parties in respect of the Sites or Services or failure of the internet, which occurs through no act or omission.
- 21.6. Gate.MT may, from time to time, need to interrupt the Sites, including the Exchange Service or the Custody Service in order to carry out maintenance and updates or to protect the interest of the users of the Services. Gate.MT shall not be liable for any losses or damages that may be suffered by the User as a result of such interruption.
- 21.7. The User further acknowledges and accepts that the internet and telecommunication systems may be subject to interruption or failure through no fault of Gate.MT. The User is responsible for providing and maintaining the communications equipment (including personal computer or device and modem or other internet connection equipment) that the User may use to access the Sites and/or Services.
- 21.8. Gate.MT does not make any explicit or implicit warranties regarding the User's use of the Services offered by Gate.MT on the Sites, including but not limited to the applicability, freedom from error or omission, consistency, accuracy, reliability, and applicability to a specific purpose, of the Services provided by Gate.MT on the Sites. Furthermore, Gate.MT does not make any commitment or guarantee in connection with the validity, accuracy, correctness, reliability, quality, stability, integrity and timeliness of the technology and information covered by the Services offered by Gate.MT on this Sites. Whether to log in the Sites or use the Services provided by Gate.MT on this Sites is the User's personal decision and therefore the User shall bear all the risks and possible losses arising from such decision. Gate.MT does not make any explicit or implicit warranties in connection with the

market, value and price of VFAs; the User understands and acknowledges that the VFA market is unstable, that the price and value of VFAs may fluctuate or collapse at any time, and that the transaction of VFAs is based on the his personal free will and decision and therefore the User shall assume any and all risks and losses that may possible arise therefrom.

- 21.9. Gate.MT has the right, but not the obligation, to correct or update unintentional omission or errors on the Sites.
- 21.10. Gate.MT strives to provide the User with safe access to the Sites and Services, but Gate.MT cannot represent or guarantee that all the information, programs, texts, etc. contained in this Sites or the servers are completely safe, free from the interference and destruction by any malicious elements such as programs such as viruses, trojans, etc., therefore, the User's log-into this Sites or use of any Services offered by Gate.MT on this Sites, download of any program, information and data from this Sites and the User's use thereof are his personal decisions and therefore the User shall bear the any and all risks and losses that may possibly arise. The User shall scan and process file or other elements downloaded from the Sites with industry recognised software. The User should use his own judgment to distinguish the true from the false to avoid risks.
- 21.11. Unless expressly agreed in written form, Gate.MT does not guarantee the accuracy, completeness or reliability of information (including but not limited to advertisement), products and business the User may get from, via or by third party websites linked to this Sites or in any other methods related to the Sites, as well as any other forms of content that do not belong to Gate.MT. The User's use any of the Services, information, and products provided by a third party website is his personal decision and therefore the User shall assume any and all risks and responsibilities arising therefrom. Gate.MT is not responsible for the User's purchase or obtaining of product, service, information or material due to such information.

- 21.12. Comments or information posted by other Users on the Sites only stands for the opinion of the individual who posts it, which should not be taken as Gate.MT agreeing to or confirming the information or description. Gate.MT is not liable for the comment or information posted by other Users.
- 21.13. The guarantees and undertakings specified in this Agreement shall be the only guarantee and statements that Gate.MT makes in connection with the Services provided by Gate.MT under this Agreement and through this Sites, and shall supersede any and all the warranties and commitments arising in any other way and manner, whether in writing or in words, express or implied. All these guarantees and statements represent only Gate.MT's own commitments and undertakings and do not guarantee any third party's compliance with the guarantees and commitments contained in this Agreement.
- 21.14. Gate.MT does not waive any of the rights not mentioned in this Agreement and to the maximum extent permitted by the applicable law, to limit, exempt or offset Gate.MT's liability for damages.
- 21.15. Upon the User's registration of his Account with Gate.MT through this Sites, it shall be deemed that the User approve any and all operations performed by Gate.MT in accordance with the rules set forth in this Agreement, and any and all risks arising from such operations shall be assumed by the User.
- 21.16. The User is responsible for determining whether or which laws may apply to him. Gate.MT shall not be responsible or liable for the User's non-adherence or breach of any applicable laws, rules and regulations in the User's country of citizenship, residence and/or country where the such User accessed the Sites and Services.
- 21.17. Under any circumstance, Gate.MT's maximum liability or that of Gate.MT's officers, directors, employees, sub-contractors or agents with respect to the User shall be

limited (where applicable) to the lesser of the repair of any damage or the replacement of any damaged device, computer software or other equipment and/or to a refund of fees paid by the User for the provision of the Services.

21.18. Gate.MT may delist any VFA at any time in its sole discretion and shall not be liable and/or responsible for any shall not be liable for any claims, losses, damage, liability, costs or expenses incurred, arising out of or in relation to such delisting.

21.19. If the applicable law (as defined in Clause 36 below) does not permit all or any part of the above exclusion or limitation of liability in contracts to apply to the User, the limitations, exclusions and disclaimers will apply to the User only to the extent permitted by such applicable law.

21.20. For the avoidance of doubt, the exclusion and limitation of liability provision shall survive the termination of this Agreement and shall apply, with full force and effect, in perpetuity for the benefit of the Parties, and any other entity that is or becomes the owner of the Services, whether such ownership occurs through a sale, merger, other transaction or by the operation of any applicable law.

22. INDEMNITY

22.1. The User shall indemnify and hold harmless Gate.MT, including its affiliates, contractors, licensors, and their respective directors, officers, employees and agents in their personal capacity, from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses, damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) or loss of any nature arising out of or related to, directly or indirectly:

- i. the User's use of, or his conduct in connection with the Services;
- ii. the User's breach, or Gate.MT's enforcement of this Agreement;

- iii. the User's breach of any warranties provided to Gate.MT;
 - iv. any negligent or fraudulent act or omission or any wilful misconduct on the User's part;
 - v. the User's violation of any applicable law, regulation, or rights of any third party during your use of the Services; or
 - vi. any third party claim due to the acts or omissions of the User.
- 22.2. The User further undertakes to keep, at all times, Gate.MT, including its affiliates, contractors, licensors, and their respective directors, officers, employees and agents in their personal capacity harmless and fully indemnified against and in respect of all penalties, costs, expenses, damages, actions, proceedings, claims, demands or liabilities whatsoever which may be brought, commenced or prosecuted against or incurred by Gate.MT relating to Services provided under this Agreement or which Gate.MT may be condemned to pay, and also against all loss of business and/or damages, costs, liens, judgments, penalties, permits, attorney's and consultant's fees, expenses and/or liabilities which Gate.MT may in any way pay or incur in defending or settling the same or otherwise in consequence of Gate.MT acting in the performance of its obligations under this Agreement, except in cases of Gate.MT's wilful misconduct or gross negligence. The foregoing shall include, but not be limited to, the defence or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against Gate.MT) litigated and/or reduced to judgment, and whether well founded or not; and in case any action or proceeding be brought against Gate.MT by reason of any of the foregoing matters, the User, upon notice from Gate.MT, shall defend the same at the User's expense by counsel reasonably satisfactory to Gate.MT. Gate.MT need not have first paid any such claim in order to be so indemnified.

23. SUSPENSION OF ACCOUNTS

23.1. Without prejudice to any other right granted to Gate.MT's under this Agreement, the User agrees that Gate.MT may, in its absolute discretion, and without prior notice, i) suspend the User's Account and access to the Services, ii) freeze, lock or lay down an administrative hold on some or all of the VFAs in such Account and consequently iii) convert the User's Account into a "*Suspended Account*" in the following circumstances:

- i. where Gate.MT becomes privy that the User of an Account is not the initial registrant of that Account, that is, where the User allegedly registers in any other person's name as a User, directly or indirectly;
- ii. where Gate.MT discovers, at its sole discretion, that the User is not suitable for high-risk investment;
- iii. where by means of technical testing or manual sampling, among others, Gate.MT reasonably suspects that the information the User provided is wrong, untrue, inaccurate, outdated, invalid or incomplete; provided that Gate.MT shall first notify the User and the User shall have the right to correct or update such information within five (5) days from Gate.MT's written notice;
- iv. where Gate.MT detects unusual activities in the Account;
- v. where Gate.MT detects unauthorised access to the Account;
- vi. where the Account is subject to a governmental proceeding, criminal investigation, order, judgment or other pending litigation;
- vii. where Gate.MT is required to do so to comply with a court order or command by a regulatory/government authority;
- viii. where Gate.MT is informed that any of the VFAs held in the User's Account are stolen or otherwise are not lawfully possessed by the User;
- ix. where Gate.MT suspects such Account to be in violation of this Agreement or that its provision, or the User's use of the Service in the User's jurisdiction is unlawful;
- x. where the User has infringed the rights of any other individuals; or
- xi. where Gate.MT has reasonable basis to do so in general.

- 23.2. The User agrees that Gate.MT shall not be liable to the User for any temporary or permanent modification of the User's Account, or suspension of his access to all or any portion of the Services.
- 23.3. Where Gate.MT freezes, locks or lays an administrative hold on the User's VFAs, such freeze, lock or administrative hold shall remain until such time as the dispute would have been resolved, and evidence of such would have been provided to Gate.MT in a form acceptable to Gate.MT. Gate.MT will not involve itself in any such dispute or the resolution of the dispute. The User agrees that Gate.MT will have no liability or responsibility for any such freeze, lock or hold, or for the User's inability to withdraw VFAs or execute trades during the period of any such hold or suspension.
- 23.4. Gate.MT may, in its absolute discretion, and without prior notice, close a Suspended Account in accordance with Clause 26 below.
- 23.5. Gate.MT shall reserve the right to keep and use the transaction data or other information related to such Suspended Accounts.

24. INACTIVE ACCOUNTS

- 24.1. Gate.MT may, in its absolute discretion, and without prior notice, convert the User's Account into an "*Inactive Account*" if the User does not login, making a deposit, a withdrawal or place an order, or if the Account is otherwise left inactive, for a period of at least twelve (12) consecutive months.
- 24.2. All Inactive Accounts shall incur an Inactive Account fee starting from the 13th month of inactivity in amount of €5 per month until such Inactive Account is reactivated by the User or else it is converted into a Closed Account.

- 24.3. Gate.MT shall notify the User when his Account becomes an Inactive Account, and at least fourteen (14) days before any Inactive Account fee is deducted from it.

25. DORMANT ACCOUNTS

- 25.1. If the User's Account has been an Inactive Account for thirty (30) consecutive months, Gate.MT shall convert the Inactive Account in question into a "*Dormant Account*". In such event, Gate.MT may, in its absolute discretion, and without prior notice:

- i. convert any VFAs held on the Custody Service to a different type of VFA (e.g., from BTC to USDC). For the avoidance of doubt, Gate.MT shall not be liable for any loss of profit, tax obligations or any other loss, damage or expense incurred by the User resulting from such conversion;
- ii. transfer such Dormant Account (including any VFAs contained therein) to a Gate.MT affiliate, to a third-party custodian or an isolated digital asset wallet where it is deemed reasonably necessary by Gate.MT to do so. In the event that such transfer has taken place, the User will have the right to retrieve his VFAs, subject to satisfying Gate.MT's verification requirements, including completing KYC; or
- iii. close a Dormant Account in accordance with Clause 26 below. For the avoidance of doubt, Gate.MT shall not be liable for any loss, damage or expense incurred by the User as a result of the closure of a Dormant Account unless there was fraud or malicious intent by Gate.MT. Any VFAs in such a Dormant Account will be transferred in accordance to paragraph (ii) above. After a Dormant Account is converted into a Closed Account, it cannot be reactivated by the User (i.e. the User will have to register a new Account if he wishes to use the Services provided by Gate.MT through the Sites).

26. CLOSING OF ACCOUNTS

- 26.1. The User has the right to close his Account and terminate the Service at any time by contacting Gate.MT at support@gatemt.com. Gate.MT shall proceed with closing the User's Account not later than seven (7) days from receiving written request by the User.
- 26.2. Without prejudice to any other right granted to Gate.MT's under this Agreement, Gate.MT may, in its absolute discretion, and without prior notice, close the User's Account and covert such Account to a "*Closed Account*" in the following circumstances:
- i. thirty (30) days after the User's Account would have been converted into a Dormant Account;
 - ii. after the User asks Gate.MT to close his Account and terminate the Service in accordance with Clause 26.1 above;
 - iii. when the terms of this Agreement are amended, the User states his unwillingness to accept the amended Agreement by applying for closure of his Account in accordance with Clause 32.3 below; or
 - iv. any other circumstances where Gate.MT has good and sufficient cause in general, including Clause 23.4 above.
- 26.3. Where the User's Account is converted into a Closed Account, the Account and transactional information that meet data retention standards will be securely stored for five (5) years. In addition, if a transaction is unfinished during the Account closure process, Gate.MT shall have the right to notify the User's counterparty of the situation at that time.
- 26.4. The User acknowledges that a user-initiated Account closure (the right to erasure under GDPR or other equivalent regulations) will also be subjected to the termination protocol stated in Clause 26.3 above.

- 26.5. Notwithstanding any provision set forth in Clause 23, Clause 24 and Clause 25, prior to converting the User's Account into a Closed Account, Gate.MT may, through a written notice, require the User to close all of his open positions on the Exchange Service, failing which, such open positions shall be automatically closed by Gate.MT two (2) days from such notice.
- 26.6. Gate.MT reserves the right to charge an administrative fee for account closure, including but not limited to closure due to regulatory requirements. The current list of applicable fees and charges and related details on payment of same can be accessed at www.gatemt.com.

27. REMAINING BALANCE AFTER ACCOUNT CLOSURE

- 27.1. Except as set forth in Clause 27.3 below, once an Account is converted into a Closed Account, any remaining charges and liabilities owed to Gate.MT shall be payable immediately to Gate.MT. Upon payment of all outstanding charges to Gate.MT (if any), Users will have seven (7) days to withdraw all VFAs from the Account to another digital asset wallet capable of receiving such VFAs, which belongs to the same User, provided that such other digital asset wallet would have undergone KYC and AML/CFT procedures by Gate.MT in accordance with Clause 39 below.
- 27.2. For the User to retrieve and withdraw any remaining balance from a closed Account pursuant to the abovementioned seven (7) days, he must contact Gate.MT at support@gatemt.com and satisfy Gate.MT's verification requirements, including completing KYC.

Where the Account would have been closed due to fraud, violation of any applicable laws, or violation of this Agreement, Gate.MT shall maintain full custody of the VFAs as well as any User data/information which may be turned over to governmental authorities.

Gate.MT shall not be liable for any claims, losses, damage, liability, costs or expenses incurred, arising out of or in relation to such closure of Account.

28. TERM AND TERMINATION

28.1. This Agreement shall commence upon the creation of the Account by the User (irrespective of Gate.MT's subsequent KYC and AML/CFT procedures) and shall remain in force until the User's Account is converted into a Closed Account.

28.2. The termination of the relationship shall be without prejudice to any other rights or remedies each of the Parties may be entitled to under this Agreement or at law, and shall not affect the coming into or the continuance in force of any provision of this Agreement which is expressly or by implication to come into effect or to continue in effect after such termination.

29. COMMUNICATION

29.1. When the User accepts to use the Services offered by Gate.MT, he also agrees to accept information service provided by Gate.MT and authorise Gate.MT to send commercial information to the User's email address, mobile phone and other communication address. The User can choose to decline such information service by doing specific changes according to Gate.MT's instructions.

29.2. Any formal communication by Gate.MT with the User will be made in the English language, through electronic mail, unless otherwise instructed by the User. Documents will be sent to the User by electronic mail and the User should endeavour to send any documents to Gate.MT by the same means. The User will also be able to contact Gate.MT through secure messaging systems made available on the Sites.

30. COMPLAINTS

30.1. Should the User have a complaint in relation to the matters governed by this Agreement or any terms and conditions therein, he can contact Gate.MT via at support@gatemt.com for the latter to deal with the User's complaint, in accordance with Gate.MT's obligations in terms of the applicable laws.

30.2. Should the User not be satisfied with the outcome of Gate.MT's internal process, the User may refer his complaint to the Officer of the Arbitrator for Financial Services by following the steps on the following link:

<https://www.financialarbiter.org.mt/content/enquiries-minor-cases>.

31. THIRD PARTY RIGHTS

31.1. A person (physical or otherwise) who is not a Party to this Agreement has no right to enforce or to enjoy the benefit of any term of provision stipulated herein.

32. AMENDMENTS TO THE AGREEMENT

32.1. Gate.MT shall, from time to time, be entitled to make changes or modifications to this Agreement in favour of the User or strictly in order to comply with applicable laws and regulation, without any prior notice. The amended terms will be deemed effective immediately upon posting.

32.2. Changes in this Agreement which are not necessarily in the User's favour may take place at any time, by giving notice to the User at least thirty (30) days prior to the entry into force of such changes. The User is deemed to have accepted such changes or modifications through his continued use of the Sites and Services pursuant to such changes entering into force.

32.3. In the event that the User does not agree to any of the amended terms, such User must discontinue using or accessing the Sites or the Services immediately, and in

any case, notify Gate.MT that he does not accept them by following the procedure set out in Clause 24 of this Agreement, prior to entry into force of any such changes.

33. ASSIGNMENT

- 33.1. The User may not to assign, transfer, dispose of or grant security over any of his rights and obligations under this Agreement without Gate.MT's prior written consent.
- 33.2. Gate.MT may assign, novate or otherwise transfer any of its rights or obligations under this Agreement, or outsource any or all of its functions under this Agreement to a third party without the User's prior consent, provided that the User is given notice of any such assignment.

34. ENTIRE AGREEMENT

- 34.1. Save as otherwise expressly provided herein, the terms and conditions set forth herein constitute the entire agreement between the Parties and supersede any communications or previous agreements, arrangement and negotiations with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein.
- 34.2. Gate.MT shall not be liable to the User for any losses arising from or in connection with any agreement, representation, statement or undertaking made prior to the coming into effect of this Agreement, other than those agreements, representations, statements or undertakings which are expressly incorporated or referred to herein.

35. SEVERABILITY

- 35.1. No direct or indirect agreements which render any or all of the provisions of this Agreement inoperative or which have the effect of amending this Agreement may be entered into by the Parties. Any such agreements shall be void and of no effect.
- 35.2. If any provision of this Agreement or part of a provision of such Agreement thereof is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, then the remaining provisions (other than the provision deemed to be invalid, unenforceable or illegal in terms of this Clause) shall remain in force.
- 35.3. If any invalid unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

36. APPLICABLE LAW

- 36.1. This Agreement, including all amendments, supplements, modifications, waivers and consents relating thereto, and all rights and obligations hereunder, including matters of validity and performance shall be deemed to have been made in Malta, and the construction, validity, performance and enforcement of this Agreement shall be governed in all respects in accordance with the laws of the Republic of Malta, without giving effect to its conflicts of law provisions.

37. WAIVER

- 37.1. No assent, express or implied, by one Party, to any breach or default by the other Party, shall be deemed to constitute a waiver or assent to any subsequent breach or default of the same or other term or condition of this Agreement.
- 37.2. No exercise or failure to exercise or delay in exercising any right or power or remedy vested in any of the Parties under or pursuant to this Agreement shall at

any time constitute a waiver by that Party of that or any other right, power or remedy.

37.3. Any waiver, release or compromise or any other arrangement of any kind whatsoever which a Party gives or enters into in connection with this Agreement shall not affect any right or remedy of the same Party as regards the other Party or the liabilities of any other such Party under or in relation to this Agreement.

37.4. Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given and shall not prevent the Party who has given the waiver from subsequently relying on the provision it has waived.

38. DISPUTE RESOLUTION

38.1. Each Party agrees that any dispute arising out of or in connection with this Agreement or any document or transaction in connection with this Agreement (including any dispute or claim relating to (i) the existence, validity or termination of this Agreement, and (ii) any non-contractual obligations arising out of or in connection with this Agreement) (hereinafter referred to as a "*Dispute*") shall at first instance be referred to and resolved amicably through negotiation.

38.2. In the event that the Dispute fails to be resolved by negotiation within thirty (30) days from the initiation of such negotiations by issuance of a notice of Dispute by one Party to the other Party, such Dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Malta Arbitration Centre, in accordance with Part V (International Arbitration) of the Malta Arbitration Act (Cap. 387), which rules are deemed to be incorporated by reference in this Clause.

38.3. The arbitration shall be heard by (1) one single arbitrator appointed by agreement between the Parties or, failing such agreement, within fourteen (14) days from the

receipt by any Party, from the other Party, of a written request to concur in the appointment of an arbitrator, a single arbitrator to be appointed by the Chairman of the Malta Arbitration Centre.

- 38.4. The arbitration shall be governed by the applicable rules of Malta Arbitration Centre. The language of the arbitration proceedings shall be English.
- 38.5. The Parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the Dispute through mediation. Any settlement reached in the course of the mediation shall be referred to the then-seating arbitral tribunal and maybe made a consent award on agreed terms.
- 38.6. In the eventuality that even the said arbitration fails, the matter will be referred to the competent court having jurisdiction in Malta. The award shall be subject to the Appellate jurisdiction of the Courts of Malta.

39. KYC AND AML POLICIEST

- 39.1. Gate.MT ensures that it complies with KYC and AML laws and regulations, and will not knowingly violate KYC and AML policies. To the extent of Gate.MT's reasonable control, Gate.MT will adopt necessary measures and technology to provide the User with Services that are safe and secure, so as to protect him against the loss caused by money laundering to the greatest extent possible.
- 39.2. Gate.MT's KYC and AML policies are a comprehensive system of international policies, including the KYC and AML policies of the jurisdictions to which the User is subject to. Gate.MT's robust compliance framework ensures that Gate.MT meet regulatory requirements and regulatory standards on both the local and global levels, and ensure the operational sustainability of the Sites.
- 39.3. *Content of Gate.MT's KYC and AML Policies*

- 39.3.1. Gate.MT promulgates and updates KYC and AML policies to meet the standards set by relevant laws and regulations.
- 39.3.2. Gate.MT promulgates and updates some of the guidelines and rules in connection with the operation of the Sites, and Gate.MT's staff will provide the User whole-process service in accordance with the guidelines and rules.
- 39.3.3. Gate.MT designs and completes the procedures for internal monitoring and transaction control, such as rigorous identity authentication procedures, and form a professional team responsible for AML.
- 39.3.4. Gate.MT adopts risk-prevention-based approach to carry out due diligence and continuous supervision in connection with customers.
- 39.3.5. Review and regularly inspect existing transactions.
- 39.3.6. To report suspicious transactions to the competent authorities.
- 39.3.7. Proof documents of identity documents, address certificates and transaction records will be maintained for at least five (5) years; if they are submitted to the regulatory authorities, let it be understood that a separate notice will not be provided to the User.
- 39.3.8. Credit cards are prohibited throughout the course of the transaction.

39.4. Identity Information and the Verification and Confirmation Thereof

39.4.1. Identity Information

39.4.1.1. In accordance with the laws and regulations of relevant jurisdictions and in light of the nature of entities concerned, the content of the User's information as is collected by Gate.MT may vary, and in principle, Gate.MT will collect the following information on the User: Basic personal information: full name, address (and permanent address, if the two are different), date of birth and nationality, and other information available. Identity authentication shall be based on documents issued by the official or other similar authorities, such as passports, identity cards or other identity documents as are required and issued by relevant jurisdictions. The address the User provides will be validated in an appropriate manner, such as checking the User's utility bills. Valid photo: before registering, the User must provide a photograph showing him holding his identity document in front of his chest; Contact information: telephone/mobile phone number and valid email address.

39.4.1.2. Gate.MT only accepts an English version of the User's identity information; if the information is not in English, the User shall procure a notarised copy of the said identity information officially translated in English.

39.4.2. Confirmation and Verification

39.4.2.1. The User is required to provide both the front and back sides of his identity documents.

39.4.2.2. The User is required to provide Gate.MT with a photograph showing him holding his identity documents in front of his chest.

39.4.2.3. Copies of certification documents shall be checked against the originals thereof. Nonetheless, if a trusted and suitable certified person can prove that such copies are accurate and comprehensive duplicates of the originals thereof, such copies shall be deemed as acceptable. Such certifiers include ambassadors, members of the judiciary, magistrates, etc.

39.5. Transaction Supervision

- 39.5.1. Gate.MT constantly sets and adjusts daily trading and cash withdraw all limits based on security requirement and actual state of transactions;
- 39.5.2. If the transaction occurs frequently in a User's Account, or is beyond reasonable circumstances, Gate.MT's professional team will assess and determine whether such transaction is suspicious;
- 39.5.3. If Gate.MT identifies a specific transaction as suspicious on the basis of its assessment, Gate.MT may adopt such restrictive measures as suspending the transaction or denying the transaction, and if it is possible, Gate.MT may even reverse the transaction as soon as possible, and report to the competent authorities, without, however, notifying the User;
- 39.5.4. Gate.MT reserves the right to reject registration applications by applicants that do not comply with the international standards against money laundering or who may be regarded as political and public figures; Gate.MT reserves the right to suspend or terminate a transaction identified as suspicious based on Gate.MT's own assessment, which, however, does not breach any of Gate.MT's obligations and duties to the User.