Before the Arbiter for Financial Services

Case ASF 295/2026

MT

('Complainant')

Vs

Gate Technology Ltd.

(C 89337)

('Service Provider' or 'GTL')

Sitting of 12 November 2026

The Complaint

This complaint[1] relates to substantial assets that Complainant claims to have entrusted to a platform which had KYC verified him for opening an account UID 4….99 in which he claims that 'a subsequent incident involved approximately USD 260,000'[2].

He maintains that this was done through 'Gate/gate.com customer-facing environment'[3] and, following the transfer of assets, he is having difficulty in locating the particular company within the Gate Group of Companies that has actually taken his 'deposit'.

As he had problems identifying the counterparty to whom he had entrusted his assets, he contacted the Malta Financial Services Authority (MFSA – the Malta regulator for licensed companies registered in the financial services industry) who explained:

> ***"The MFSA does not have statutory powers to adjudicate individual contractual disputes, determine private contractual counterparties, or***

[1] Pages (p.) 1 - 8 and attachments p. 9 - 53
[2] P. 3
[3] *Ibid*.

award financial compensation. Matters concerning individual redress fall under the remit of the Office of the Arbiter for Financial Services (OAFS) or the civil courts.

The information and documentation you have provided regarding entity segregation, platform branding, and pre onboarding disclosures are evaluated strictly within our supervisory context. Where evidence suggests potential non compliance with disclosure requirements or misleading communications by an authorised entity, appropriate supervisory measures are considered.

We note your observations regarding the Authority's previous communications. For clarity, initial guidance regarding individual dispute channels (Jan 29) remains accurate for private redress. Subsequent engagement (April 2) reflected internal supervisory review regarding the activities of the regulated entity, Gate Technology Limited, rather than an individual claim investigation.

Regulated entities are required to ensure that consumers are not misled regarding the scope of their regulatory permissions, and that regulated services are clearly distinguishable from services offered by third parties or unregulated affiliates. The structural and disclosure questions you have raised regarding how services are presented on gate.com have been noted and are being handled in accordance with our established supervisory procedures.

Due to statutory confidentiality obligations under applicable financial legislation, the MFSA is restricted from disclosing specific operational details, ongoing supervisory interactions, or supervisory assessments concerning individual entities to third parties.[4]***"***

He also contacted the Financial Crime Investigation Service (FCIS) of Lithuania who in August 2026[5] informed him that 'UAB „Gate global"', a company within the Gate group, operated in Lithuania up to 02 January 2026.

They confirmed they had no means to investigate whether this company was his real counterparty. FCIS mentioned that GTL was registered and licensed in Malta

[4] P. 12
[5] P. 45; 47

and suggested reference to the Maltese authorities (which in fact had already taken place).

He presented various chats he had with Gate Customer Service seeking their assistance to identify his correct counterparty within the Gate Group, but in the absence of providing concrete evidence of his contract with the claimed counterparty, no solution was provided.

He made three attempts to register a complaint against GTL, but they were not accepted by the Office of the Arbiter for Financial Services (OAFS) for lack of evidence that he was a client of GTL.

This complaint is the fourth attempt to have his case adjudged by the Arbiter where he explains:

> ***"This is not another request asking OAFS merely to identify the contractual legal entity behind my Gate account (UID 4….99).***
>
> ***In its communication of 31 July 2026, the Malta Financial Services Authority expressly addressed the issues of entity segregation, platform branding, pre-onboarding disclosures and the presentation of regulated and unregulated services under shared branding. The MFSA confirmed that regulated entities must not mislead consumers regarding the scope of their regulatory permissions and that regulated services must be clearly distinguishable from those of unregulated affiliates. The MFSA also confirmed that individual redress falls within the remit of OAFS or the civil courts.***
>
> ***Within the Gate/gate.com customer-facing environment, the platform presents "Benefits of Trading on a Regulated Exchange", together with representations concerning Security, AML/KYC safeguards, Transparency and Trust. In the same environment, Gate Technology Ltd is identified as authorised by the MFSA as a Crypto-Asset Service Provider under MiCA, with authorised activities including operation of a trading platform, exchange, execution, custody and transfer services.***[6]***"***

He requests the Arbiter to:

> ***"1. accept this complaint as materially distinct from my previous complaints;***

[6] P. 3

2. assess the individual consequences of Gate Technology Ltd's regulatory presentation within the Gate/gate.com environment;

3. consider my actual reliance upon that presentation when entrusting substantial assets to the platform;

4. obtain a substantive response from Gate Technology Ltd addressing this presentation-and-reliance issue; and

5. determine what individual redress, if any, is appropriate within OAFS's statutory mandate.

I also ask OAFS to consider the subsequent FCIS responses and the 14 August 2026 Gate Customer Support confirmation before reaching any final determination, as they reinforce why the earlier "not a client" position should not alone determine this complaint.

If OAFS considers the complaint outside its remit, I respectfully request a reasoned determination addressing this specific presentation-and-reliance basis and the MFSA's 31 July 2026 clarification.[7]"

Reply of Service Provider

In their reply of 15 September 2026, GTL state:

"Reference is made to the above matter and to the further submissions made by (Complainant).

Gate Technology Ltd (hereinafter also referred to as the "Company") respectfully refers, first and foremost, to the fundamental preliminary issue already brought to the attention of the Office. Based on the Company's records and following the appropriate internal verification, (Complainant) <u>is not, and has never been</u> a client of the Company.

More specifically, the Company has identified no client account held in his name, no completed onboarding relationship, no contractual relationship, no crypto-asset service provided to him, no order placed or executed on his behalf, no transaction entered into between him and the Company (despite the fact that (Complainant) states "[...] entrusting substantial assets to the platform"), no crypto-assets or funds received or held for him, and no fees or other consideration paid by him to the

[7] P. 5

Company. In fact, on this basis, the case was correctly closed by the OAFS on the 22nd of May 2026.

The Company further understands that no evidence has been produced demonstrating that the Company made any specific offer to provide a financial or crypto asset service to the complainant or that the complainant actually sought the provision of any such service from the Company.

This distinction is material for the purposes of Chapter 555 of the Laws of Malta. The statutory framework entrusts the Office and the Arbiter with complaints filed by eligible customers. Article 2 extends that concept beyond an existing customers relationship in certain specified circumstances, including where a service was offered to the relevant person or where that person sought the provision of a financial service. On the information presently available to the Company, however, none of those circumstances has been established in relation to (Complainant).

Against that background, the complainant's repeated reference to his alleged "reliance" upon the presentation of the Company on its publicly accessible website is particularly unclear.

However, it shall be highlighted once again that (Complainant) is not a client of Gate Technology Ltd, and the mere fact that a member of the public may access or review information published on a corporate website cannot, without more, establish a customer relationship, an individual offer of services, the seeking of provision of a regulated service, or any other relationship capable of grounding a complaint under the applicable statutory framework. Nor does the complainant identify with the necessary degree of specificity what representation he allegedly relied upon, when such alleged reliance occurred, what concrete action he took as a direct consequence of the relevant representation, what service he sought from the Company, what transaction he entered into with the Company, or what legally cognisable loss he allegedly suffered as a consequence.

The concept of "reliance" is therefore invoked in entirely abstract terms and, on the present record, without any identifiable factual nexus between (Complainant) and the Company. It is consequently impossible

for the Company to understand the legal or factual basis upon which this allegation is advanced or to identify any conduct of the Company, based on the information shared and documents provided, which could reasonably have caused the complainant any loss or prejudice.

The same considerations apply to (Complainant)'s generic references to segregation of entities. (Complainant) states that "The MFSA has expressly recognised the relevance of entity segregation [...]". The Company is fully aware of the regulatory requirements applicable to crypto-asset service providers (CASP). However, in the present case, (Complainant) fails to explain how the regulatory requirements have any bearing whatsoever upon his own factual position or upon any alleged loss suffered by him. For the sake of clarity, the Company does not consider that generic reference to regulatory concepts, detached from any identifiable transaction, service, or contractual relationship, client asset or alleged breach affecting (Complainant), are sufficient to create an individual cause for complaint.

The Company reiterates its willingness to fully cooperate with the Office and to provide any information that is properly required for the exercise of the Office's statutory functions.

Furthermore, Article 21(2)(c) provides that the Arbiter shall decline to exercise his powers where the complaint is, in his opinion, frivolous or vexatious. Accordingly, having regard to the absence of any established customer relationship, the absence of any evidence that a service was specifically offered to or sought by (Complainant), the absence of any transaction or assets involving (Complainant), and the continuing absence of a sufficiently particularised factual or legal basis for the allegations advanced, the Company respectfully requests that the Office determine this preliminary issue before requiring any further response from the Company.

Based on the information received, the Company respectfully submits that (Complainant) has not demonstrated that he falls within the relevant statutory definition of 'customer' for the purposes of Chapter 555 in relation to the matters complained of and that the complaint should accordingly be discontinued for want of the necessary basis for the Office to entertain it. Alternatively, should the Office consider that further consideration is warranted, the Company respectfully requests

that (Complainant) first is required to particularise precisely the basis upon which he claims to be an existing customer, identifying any service allegedly sought from or offered to him by the Company, the relevant dates and communications, the specific representations allegedly relied upon, the conduct allegedly undertaken in reliance thereon, the alleged breach attributable to the Company, the loss claimed, and the causal connection between such alleged breach and loss.

The Company expressly reserves all of its rights in relation to the present matter and any further conduct arising out of or connected with it. We trust that the above clarifies the Company's position and remain available should the Office require any specific information falling properly within the scope of its statutory competence.[8]***"***

Hearing

A hearing was held on 20 October 2026[9] where reference was made to an opening statement[10] submitted by Complainant before the hearing to facilitate his communication as he had problems with English and was assisted by translators.

The Arbiter explained that in view of the preliminary plea raised by GTL in their official reply, (challenging the competence of the Arbiter to hear the merits and adjudge this complaint on the basis that Complainant was not an eligible customer in terms of CAP. 555 of the Laws of Malta), he has first to consider and decide on the preliminary plea before proceeding with hearing arguments on the merits.

The Arbiter accordingly proceeds to consider the validity or otherwise of the preliminary plea raised by GTL.

<u>Consideration of the Preliminary Plea</u>

The Complainant maintains that the issue of competence cannot be decided on the basis of whether he was or was not a customer of GTL, but should consider first whether GTL had any role in the presentation of information on the Gate.com website and the disclosures shown to him before onboarding and

[8] P. 56 - 58
[9] P. 61 - 63 and attachments p. 64 - 65
[10] P. 65

before entrusting his assets to a counterparty which now he has a problem to identify.

The Arbiter disagrees with this argument as CAP. 555 (the Act), which regulates the operation of this Arbitration, states:

Article 22(2) of the Act stipulates that:

> *"Upon receipt of a complaint, the Arbiter shall determine whether the complaint falls within his competence."*

Moreover, in virtue of Article 19(1) of the Act, the Arbiter can only deal with complaints filed by **eligible customers**: *"It shall be the primary function of the Arbiter to deal with complaints filed by **eligible customers** through the means of mediation in accordance with Article 24 and where necessary, by investigation and adjudication."*

The Act stipulates further that:

> *"Without prejudice to the functions of the Arbiter under this Act, it shall be the function of the Office:*
>
> *(a) To deal with complaints filed by **eligible customers.**"*[11]

Eligible customer

Article 2 of the Act defines an *"eligible customer"* as follows:

> *"a customer who is a consumer of a financial services provider, or to whom the financial services provider has offered to provide a financial service, or who has sought the provision of a financial service from a financial services provider…"*

The Arbiter, before proceeding to hear evidence on the merits of the case, has to primarily decide whether the Complainant is in fact an **eligible customer** in terms of the Act.

The Arbiter would not be competent to adjudicate the complaint unless the Complainant qualifies as an **eligible customer.**

[11] Article 11(1)(a)

Complainant has admitted:

> *"Gate Technology Limited states that I have never been its client. I do not ask the Arbiter to assume otherwise"*[12].

This, on its own, should close the argument in favour of the preliminary plea.

The Arbiter has considered the counterargument that:

> *"But that statement cannot, by itself, answer the separate issue raised by my complaint. Gate Technology Limited's MFSA/MiCA-regulated identity appeared within the Gate/gate.com customer environment, and my evidence is that I saw and relied on that presentation before the November 2025 incident.*[13]*"*

The Arbiter cannot give consideration to the counterargument because once he establishes that Complainant is not an eligible customer, he has no legal authority to proceed to adjudication.

The Arbiter agrees that the

> *"mere fact that a member of the public may access or review information published on a corporate website cannot, without more, establish a customer relationship, an individual offer of services, the seeking of provision of a regulated service, or any other relationship capable of grounding a complaint under the applicable statutory framework*[14]*"*.

Decision

In the circumstances, for reasons above explained, the Arbiter is dismissing this complaint on the basis that he has no competence to hear its merits and adjudicate it in terms of Article 22(2) of CAP. 555 of the Laws of Malta.

This decision is being communicated to the parties in terms of Article 25(5) of the same CAP. 555.

Parties are to carry their own expenses of these proceedings.

[12] P. 65
[13] *Ibid*.
[14] P. 56 - 57

This is without prejudice to any rights the Complainant may have to take his complaint to a court or tribunal competent to hear and adjudge his case.

Alfred Mifsud
Arbiter for Financial Services

Information Note related to the Arbiter's decision

Right of Appeal

The Arbiter's Decision is legally binding on the parties, subject only to the right of an appeal regulated by article 27 of the Arbiter for Financial Services Act (Cap. 555) ('the Act') to the Court of Appeal (Inferior Jurisdiction), not later than twenty (20) days from the date of notification of the Decision or, in the event of a request for clarification or correction of the Decision requested in terms of article 26(4) of the Act, from the date of notification of such interpretation or clarification or correction as provided for under article 27(3) of the Act.

Any requests for clarification of the award or requests to correct any errors in computation or clerical or typographical or similar errors requested in terms of article 26(4) of the Act, are to be filed with the Arbiter, with a copy to the other party, within fifteen (15) days from notification of the Decision in terms of the said article.

In accordance with established practice, the Arbiter's Decision will be uploaded on the OAFS website. Personal details of the Complainant(s) will be anonymised in terms of article 11(1)(f) of the Act.