

## APPENDIX B

### KINGUIN MULTI CURRENCY WALLET TERMS & CONDITIONS

Version: 1.0 effective as of **7 February 2024**

THESE TERMS & CONDITIONS APPLY TO CONVERSION OF SALE PRICES OF PRODUCTS SOLD VIA KINGUIN.NET. **IF YOU ARE A SELLER PLEASE READ THEM CAREFULLY.**

These KINGUIN MULTI CURRENCY WALLET TERMS & CONDITIONS are an integral part of [the terms of service](#) governing Kinguin.net Platform and should be read in connection with those terms of service, as they apply to all issues not explicitly regulated therein. In case of any discrepancies these Terms and Conditions shall prevail.

#### 1. DEFINITIONS

- 1.1. **Account** – a User’s account at the Platform, available after registration.
- 1.2. **Buyer** – all persons buying Products via Platform.
- 1.3. **Effective Date** – date listed at the top of these Terms & Conditions, indicating when they come into force, based on CET (CEST) time zone.
- 1.4. **IWTR Price** – an “I WANT TO RECEIVE PRICE”, i.e. a price specified by a Seller, at which a Product is offered for sale at the Platform, in a currency chosen by the Seller.
- 1.5. **Kinguin** – Kinguin Digital Limited, with its registered office in Hong Kong, at 8/F On Hing Building, 1 On Hing Terrace Central, Hong Kong.
- 1.6. **Platform** – Kinguin marketplace platform available at [www.Kinguin.net](http://www.Kinguin.net).
- 1.7. **Product** – a digital product available for purchase at the Platform, in the form of a digital key or access data, allowing Users to access the Product at third parties’ platforms and systems, based on the Product’s description.
- 1.8. **Sale Price** – an IWTR price due to a Seller for a given Transaction, expressed in the native currency used by the Buyer for payment.
- 1.9. **Seller** – Users of the Platform with registered and active Account, selling Products via the Platform.
- 1.10. **Transaction** – a sale of a Product via Platform.
- 1.11. **Users** – all users of the Platform, subject to conditions specified in [the terms of service](#) governing Kinguin.net.

#### 2. GENERAL TERMS

- 2.1. These Terms & Conditions govern the use of a feature called “Multi Currency Wallet”, which allows Sellers to convert the Purchase Price into another currency.
- 2.2. Multi Currency Wallet is a new functionality and its development is still ongoing. As Kinguin continues to develop, improve and expand features available on the Platform, Kinguin may introduce new features and make various changes to the Platform without changing these Terms & Conditions. Without prejudice to mandatory consumer laws, Kinguin makes no explicit or implicit warranty, representation or guarantee as to the functioning of Multi Currency Wallet.
- 2.3.

### **3. IWTR AND RULES ON DISPLAYING SALE TRANSACTIONS**

- 3.1. When submitting a Product for sale via the Platform, a Seller declares an IWTR in his chosen currency (e.g. in EUR, GBP, USD). Kinguin may additionally show the IWTR in a reference local currency selected by the Seller (e.g. if the Seller targets a particular market with local currency).
- 3.2. Notwithstanding the IWTR currency chosen by a Seller, all Buyers are able to purchase Products in their local currencies.
- 3.3. After each Transaction Kinguin will update Seller's Account dashboard and show Sale Price for each Transaction (i.e. Sale Price for each Transaction will be shown in the currency used by a Buyer). Additionally, Kinguin may display each Transaction in a reference currency chosen by the Seller (e.g. an IWTR currency or other currency chosen by a Seller different from the currency used by the Buyer).
- 3.4. The reference currency, referred to in Clauses 3.1 and 3.3 above, is in each case an approximate and non-binding calculation made by Kinguin based on the conversion rates currently available for a Seller.

### **4. CONVERSION RULES**

- 4.1. The list of Transactions shown in the Seller's Account dashboard is a list of claims of each Seller towards Kinguin for payment of Sale Price collected from Users by Kinguin.
- 4.2. Sellers may convert each Sale Price to one of the currently supported currencies as shown in the Account dashboard (e.g. to EUR, USD or GBP). Kinguin may change the available target conversion currencies from time to time, depending on demand, availability and technical mechanisms required for conversion, upon notification and without prejudice to mandatory consumer laws.
- 4.3. To convert the Sale Price, a Seller must select the amounts he wishes to convert and choose target conversion currency. The system will automatically calculate and display to the Seller the outcome amount in Seller's chosen currency based on the currently available conversion rates, subject to Seller's confirmation. Once the Seller confirms conversion, conversion will be executed and Seller's list of claims shown in the Account dashboard will be updated to show the new currency.
- 4.4. Sellers may also set-up automatic conversion mechanism by clicking on an appropriate button in the Account dashboard. In such a case, the system will automatically convert all Sale Prices shown in the Account dashboard into the Seller's chosen currency, immediately after end of review period for each Transaction (see Section 5 below for details), based on the currently available exchange rate. Sellers may cancel automatic conversion at any time.
- 4.5. Sellers will be able to review past conversion transactions in the Account dashboard at any time and without cost.

### **5. REVIEW PERIODS**

- 5.1. For security and compliance reasons, Sellers will be able to convert Sale Prices and make withdrawals of Sale Prices only after the successful end of a review period for each Transaction. Review period is a necessary "cooling off period", where Buyers or third parties may file complaints regarding Product's defects, potential frauds and security breaches, violation of IP rights etc. and Kinguin can react in case any incident is identified.

### **6. CUSTOMER SUPPORT**

- 6.1. All questions, complaints and refund requests should be submitted to Kinguin via our customer support [here](#). Users can also use email: [help@kinguin.net](mailto:help@kinguin.net), or contact us in writing at: 8/F On Hing Building, 1 On Hing Terrace Central, Hong Kong.
- 6.2. It is recommended that complaints list all relevant details (e.g. Users' login, description of a problem, preferred contact method) and – if possible – screenshots showing the context of the issues to be resolved, as this may expedite the handling of a complaint.
- 6.3. Kinguin will respond to the complaint at the latest within 14 days.

**6.4.** All consumers with a place of residence in the EU, Norway, Iceland or Liechtenstein are entitled to an online dispute resolution mechanism – for more information see the ODR platform of [the European Commission](#). For information on available consumer rights and alternative dispute resolution (ADR) mechanisms see [Your Europe portal](#).

## **7. CHANGES TO THESE TERMS & CONDITIONS**

**7.1.** These Terms & Conditions shall come into effect on the Effective Date and remain valid and binding until changed or terminated in accordance and subject to mandatory laws and provisions of these Terms & Conditions.

**7.2.** Without prejudice to mandatory laws, these Terms & Conditions may be amended by Kinguin upon at least a 15-day notice (or shorter if that is required by applicable laws or a final and binding decision of a court or a state authority):

**7.2.1.** if and to the extent that such a change is necessary under applicable laws governing the Platform, Multi Currency Wallet or Kinguin's activities to ensure legal compliance;

**7.2.2.** or such an amendment does not negatively affect Users' current rights and obligations with respect to transactions already made.

**7.3.** Kinguin may impose additional restrictions to eligibility of Multi Currency Wallet, based on the legal and compliance requirements, in particular in case of a change of local regulations, for example by restricting regions, amending total Purchase Price eligible for conversion or outright cancelling the functionality. Users will be notified about applicable restrictions each time via Platform's interface.