

1. APPLICABILITY AND ACCEPTANCE OF THE REGULATIONS

1.1 The use of the Services and/or access to the Site are subject to the terms and conditions contained herein, including the Privacy Rules, the Product Listing Rules and all other terms and conditions in relation to the use and/or operation of the Site that may be published from time to time by Kinguin.net. This document and all other terms and conditions of the Site are hereinafter generally referred to as “the Regulations”. By using the Site or Services you signify your agreement to be bound by these Regulations. You are requested not to use the Site or any Service if you do not accept the Regulations.

1.2 Users must not use Services and accept the Regulations if they (a) are not of the age to sign a valid agreement with Kinguin.net or (b) are not permitted to use the Services in accordance with the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”) or any other country/region, including the country/region of the User’s residence and where the Services are used.

1.3 Users acknowledge and accept that Kinguin.net may make changes to its Site and Services, subject to applicable laws and without prejudice to mandatory laws applicable based on the consumer’s habitual residence. Such changes will be reflected in the Regulations accordingly.

1.4 The Regulations shall be written in the English language. In the event that the Regulations is translated into any other language and there is any inconsistency between the version in the English language and such translation, the English version shall be the binding version.

1.5 Users may sign with Kinguin.net or our partners, via the Internet or otherwise, a separate agreement for certain services provided by Kinguin.net. (Additional Provisions). In case of any conflict or discrepancy between the Regulations and Additional Provisions, the Additional Provisions shall prevail over the Regulations with regard to that specific service(s).

1.6 The Regulations may be amended by announcement and subject to clause 1.3.

1.7 When you use any Services or send emails to us, you are communicating with us electronically. We will communicate with you by email or by posting notices on the Website or through other Services. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notice, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication.

2. SERVICE FEES

2.1 Joining Kinguin.net is free of charge. We charge fees for using paid Services, as per information displayed at the Site, for example for selling of products, using Sales Booster or converting currencies. We also charge Service Fee as per clause 2.3.

2.2 On occasion fees may be temporarily suspended, for example for promotional purposes (e.g. free bidding days).

2.3 Service Fees are chargeable at purchase of products in the amount shown each time in the checkout. Service Fees cover the costs of delivering top quality services to our users, including anti-fraud protection, 24/7 customer support, merchants verification, compliance measures, cybersecurity, KYC and other administrative costs. It allows us to ensure that we can always deliver a wide selection of products from merchants all over the world at fair prices. All fees are denominated in Euros, otherwise changes will be communicated. The User is obliged to pay such fees and taxes relating to his/her use of the Services on time. If certain payment method shall fail or an invoice is overdue, we are at liberty to demand payment by way of other method as from time to time designated by us and communicated to the relevant User. (This includes selection of other payment method(s), or payment to our designated collection agency or legal counsel).

2.4 The user has to sign in to access and use the Site. Kinguin.net reserves its right to restrict access to or suspend the provision of Services (including but not limited to any functions and/or feature of the Site) without prior notice to you in advance.

2.5 Services (or any other functionalities incorporated into the Site) can be different for different countries or regions. No guarantee is given to the effect that a Service or functionality of a certain type or reach will be available for all Users. Kinguin.net can, at its absolute discretion, restrict, decline or create another level of access relating to the use of Services (or any other functionality incorporated into the Site) for different Users.

2.6 Fees are dynamically calculated based on supply and demand, costs of the platform including anti-fraud protection, 24/7 customer support, merchants verification, compliance measures, cybersecurity, KYC and other administrative costs, and may depend on the assessed risk for processing a certain transaction, for example due to geography types of product.

2.7 Users will be informed of all applicable fees before making a transaction.

2.8 You can refund payments up to 60 days after the transaction date.

3. GENERAL TERMS AND CONDITIONS OF USE

3.1 Subject to your compliance with the Regulations and your payment of any applicable fees, Kinguin.net or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and make personal and non-commercial use of the Services.

3.2 All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by Kinguin.net or its licensors, suppliers, publishers, rights holders, or other content providers.

3.3 You may not misuse the Kinguin.net Services. You may use the Kinguin.net Services only as permitted by law. The licenses granted by Kinguin.net terminate if you do not comply with the Regulations or laws.

3.4 The User agrees to use the Sites and Services for personal purposes only. The User must not (a) duplicate, copy, download, disseminate, sell, distribute or resell any Services, information, texts, graphics, video clips, sounds, screenplays, files, databases, or lists whatsoever available on or via the Sites (Site Content) and (b) duplicate, copy, download, compile or otherwise use for commercial purposes any Site Content that is competitive to Kinguin.net or use the Site Content in any other commercial way. It is forbidden to retrieve the Site Content systematically to create or compile, either directly or indirectly, a collection, compilation, database and catalog (by using robots, search engines, automatic or manual devices) without written permission from Kinguin.net. The use of any content or materials from the Sites for purposes not specified in the regulations is forbidden.

3.5 The User is obliged to become familiar with Kinguin.net Personal Information Protection Policy specifying all the details of how to protect and use Users' personal information that is in possession of Kinguin.net and our partners. By using the Site or Services you signify your agreement to follow and be bound by the terms and conditions of Personal Information Protection and all applicable rules and policies relating the Personal Information Protection.

3.6 Kinguin.net may provide Users with access to the content, products or services offered by other providers via the hyperlinks (in the form of word links, banners, channels or whatever else), API and sites of such providers. It is recommended to read the regulations of such sites and their Privacy Policy before starting to use such sites. The User is informed that Kinguin.net has no control of the websites owned by other providers, nor does Kinguin.net monitor such sites or is liable to Users for such websites, their content or the products or services that are available from such websites.

3.7 The User agrees that he/she will not take any action to compromise the integrity of computer systems or networks belonging to Kinguin.net and/or any other User or to obtain unauthorised access to such computer systems or networks.

3.8 The User agrees that he/she will not take any action to compromise the integrity of Kinguin.net comment system such as posting a positive comment using another member ID or through third parties or posting an unfounded negative comment on any other User.

3.9 You may cancel your pre-order anytime up to 3 days before the date of the game release (UNLESS ANY ACTIVATION KEY ASSOCIATED WITH THE PRODUCT IS RELEASED IN ADVANCE). Refund requests filled within the last 3 days may not be accepted. The price stated in the pre-order is a guaranteed price. We will not ask you for any more payments after the product release. When the game releases, you will receive a key in a new order.

3.10 Using automation scripts and programs, which cause server performance issues, will be considered a violation of rules and it may result in a penalty for the account.

3.11 In case of a non-delivery of pre-order products by the Vendor till a release day 12:00 CET, the Vendor shall be charged a €1000 flat penalty fee + 5 % of the total lost revenue from the pre-orders revenue.

3.12 In case of a non-delivery of declared stock from pre-purchase products by the Vendor till the delivery day and hour, the Vendor shall be charged a €1000 flat penalty fee + 5 % of the total lost revenue from the pre-purchase revenue.

3.13 In case the number of faulty products sold in a single offer within 4 weeks equals or exceeds 50, the Vendor shall be charged €1000 flat penalty fee + 50% of the total lost revenue from the faulty products sold in that period.

3.14 The User is allowed to pay with the Kinguin tokens ("Krowns") for products offered on the Site. In such a case the User accepts and acknowledges that Kinguin is entitled, at its sole discretion and at any time to introduce or change the payment's limitations on the number or value of the Krowns' transactions.

3.15 We use the YouTube API Services in order to provide functionality such as loading thumbnails for YouTube videos. By using this functionality you agree to be bound by YouTube's Terms of Service <https://www.youtube.com/t/terms>.

3.16 We are entitled to cancel any order made by the buyer which remains unpaid for 48 hours.

4. USERS ACCOUNTS

4.1 The User has to subscribe/register his/her self to/with the Site to obtain access to and use certain Services. Any User who has completed the subscription/registration may hereinafter also be referred to as "Member") Unless otherwise permitted by Kinguin.net, one User should subscribe for and hold one User Account only. Kinguin.net can close or suspend a User Account if Kinguin.net reasonably suspects that the User has subscribed to or controls two or more user accounts. Kinguin.net may reject a User registration application without specifying reasons.

4.2 After subscription to a Site, Kinguin.net will open an account and assign an ID and password (to be designated by Users during the registration process) to each registered User. The account can include an e-mail functionality with a limited capacity for sending and receiving e-mails.

4.3 The ID and password combination is unique for each account. Each User is personally responsible for keeping secret and safe their own ID and password and for all actions taken as part of their account. Neither User is entitled to share, assign or authorise the use of their account, private ID or password by any other person whatsoever. The User undertakes to advise Kinguin.net immediately of each unauthorised use of their password or account or any other violation of security rules in their account.

4.4 The User undertakes to deem all actions taken as part of their account (including spamming, publication of information on other companies, clicking to accept Additional Arrangements, subscription to or freezing of other services, e-mailing or texting via the account) as approved by the User.

4.5 The User acknowledges that sharing their account with other people or giving access thereto for many people other than the User's personnel may cause irreversible damage to Kinguin.net or other Site Users. The User is obliged to protect Kinguin.net, our partners, officers, personnel, agents and representatives against losses and damage (including non-financial) caused by the use of their account by multiple Users. The User also agrees that if their account is shared by multiple persons or it is impossible to keep it safe, Kinguin.net will not be held liable for any loss or damage caused by compromising safety and is entitled to suspend or close such a User account without being liable to the User.

4.6 You must provide your full legal name, current address, a valid email address, and any other information needed in order to complete the signup process. All information provided by you shall be true, accurate, current and complete.

4.7 Once provided, your vendor name can not be changed. Changing the name is possible only in limited cases and always done by the Customer Support Department.

5. OBLIGATIONS OF THE SELLER

5.1 "Seller" is defined as any User who puts his/her/its products on sale at the Site. Each Seller represents, warrants and acknowledges that (a) has the full capacity and right to accept the Regulations, grant licences and authorisations and assume such obligations; (b) will use the Sites for business purposes only; and (c) the address given by the Seller during the registration process is the registered office of their business operations. Because of this assumption, any cooperating division or subsidiary will not be deemed to be separate entities; the registered office of the company will be deemed to be its head office.

5.2 The Seller is obliged to provide information or documents concerning their business, company or products/services as part of the subscription to the Site. Each Seller represents, warrants and acknowledges that (a) the information and documents submitted during the registration process or further use of the Sites or Services are true, accurate, valid and complete; and (b) the Seller will report all changes to the documents accordingly in order to keep them true, valid and complete.

5.3 At the time of being granted an account the Seller agrees that their contact details will be included in the Sellers Database and Kinguin.net and its partners will provide such contact information to other Users or otherwise process their personal information in accordance with the Privacy Policy.

5.4 Each Seller represents, warrants and acknowledges that (a) they will be personally responsible for securing all necessary third party licences and authorisations for the content to be submitted, published and presented by the Seller; (b) none of the content submitted, published and presented by the Seller does not infringe or violate any third party copyrights, patents, trademarks, trade names, trade secrets or any other third party copyrights or moral rights whatsoever (Third Party Rights); and (c) the Seller is entitled to sell, market, distribute or export, offer for sale, marketing or distribution or use the products and services described in the Bid Content and the said sale, marketing, distribution or export does not violate any Third Party Rights.

5.5 Furthermore, each Seller represents, warrants and acknowledges that the property on sale that they submit, present and publish:

a) will be genuine, appropriate, complete and lawful;

b) will not be false, deceitful or unreliable;

c) does not contain information that is libellous, threatening, harassing, obscene, controversial, offensive, explicit or discriminatory to any minority;

d) does not contain information that is discriminatory or promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;

e) does not violate the Password Policy, Regulations or any other related Additional Arrangements;

f) does not infringe any applicable laws or regulations (including but not limited to regulations regarding export control, protection of consumer rights, unfair competition or fraudulent advertising) or promote any behaviour that might infringe or violate any applicable laws or legal provisions;

g) does not link, either directly or indirectly, to any website(s) that might contain content infringing the Regulations.

5.6 Each Seller represents, warrants and acknowledges that they:

a) will take all actions when visiting the Sites in accordance with applicable laws and regulations;

b) will deal with other Site users in good faith;

c) will take all actions in accordance with the Regulations, other documents and applicable Additional Arrangements;

d) will not use the Sites or any Sites for embezzlement or abuse of other users (e.g. sale of stolen property, use of stolen credit/debit cards);

e) will not profess themselves as someone or whatever else or misrepresent their details or relations with someone or whatever else;

f) will not become involved in spamming or phishing (acquire information deceitfully);

g) will not become involved in any other unlawful activity (including crimes, torts, etc.) or encourage or persuade to commit unlawful acts;

h) will not become involved in any attempt to reproduce, use or embezzle any legally reserved Kinguin.net address directories, databases and password lists;

i) will not use any computer virus or any other destructive equipment or code to destroy, tamper, intercept or appropriate any software or hardware, data or personal information whatsoever;

j) will not attempt to compromise the integrity of data, systems or networks used by Kinguin.net and/or any other Site user or gain unauthorised access to such data, systems or networks;

k) will not become involved in any action that might otherwise render Kinguin.net or our partners liable.

5.7 The Seller is not entitled to use any Service or member account to carry on any activities identical or similar to Kinguin.net e-commerce.

5.8 If the Seller is a business representative, they represent, warrant and acknowledge that they have all necessary permissions, approvals and/or waivers from their business partners and associates to (a) act as a business representative; (b) post and publish their contact details as well as information, reference lists and comments on their behalf; and (c) third parties may contact such a business representative to support their claims or statements. Furthermore, the Seller assures and warrants that all reference lists and comments are true and appropriate and third parties may contact business representatives without the Seller's permission.

5.9 The Seller agrees to provide all necessary information, materials and permissions and all reasonable support and cooperation to Kinguin.net customer care department for Kinguin.net to provide its services depending on whether or not the Seller has violated the Regulations and/or a complaint against the User has been filed. If failure to do so is caused by any delay, suspension or denial of access to any Service, Kinguin.net will not be obliged to extend the term of such a Service or held liable for any loss or damage caused by such a delay, suspension or denial.

5.10 The Seller acknowledges and accepts that Kinguin.net is not obliged to monitor actively or verify the content of any messages, materials or information created, obtained or made available using the Sites or Services. Kinguin.net does not otherwise support, verify or confirm the content of any comments or information supplied by Users. Each Seller/User is held liable for the content of their correspondence and may be called to account for the content of their comments or any other materials or information.

5.11 The Seller acknowledges and accepts that the Services may be used by companies and their representatives for business purposes only, but not by individual customers for their personal purposes.

5.12 The Seller acknowledges and accepts that each Seller is personally liable for any non-compliance with applicable laws and regulations of the respective jurisdiction and to make sure that the Sites and Services are used in a lawful manner.

5.13.1 It's prohibited to sell products commonly offered as free and products available to purchase on charity events. (i.e. Humble Bundles, etc.)

5.13.2 The provisions of the paragraph 5.13.1 do not apply to Indie Developers contracted in the Indie Valley Program.

5.14 Community Sellers (customer-to-customer Sellers or C2C) acknowledge and accept all the Terms and Conditions applying to the professional Sellers with the following additions:

A Community Seller cannot sell more than 5 keys at a time. Once one of the keys is sold, the Seller can add another one to his stock up to the total of 5. The Seller can spread the keys among multiple games/products as long as the total amount of keys does not exceed 5.

The transaction fees the Sellers are charged are identical to those of the professional Merchants. For more info please, check the fees page.

The funds earned by the Sellers have to be spent on games or other products on the marketplace. The funds earned cannot be withdrawn.

The funds earned will be available on the Seller's account only if the Customer who bought the product confirms that it works. If the Customer does not report an issue within 7 day of the purchasing date, the funds will automatically be released and they will be available on the Seller's account.

5.15 Kinguin.net shall not be held in any manner whatsoever responsible for any third parties' services or products offered by Seller on the Site. Kinguin.net shall also not be held responsible for any products or services offered by Seller on the Site with the use of or through third parties' services or websites. Especially Kinguin.net takes no liability or responsibility whatsoever for any changes, suspensions or termination regarding such third parties' services or products and Kinguin.net makes no representation or warranty that any such services or products will not be changed suspended or terminated (by way of illustration, Kinguin.net shall not be held responsible or liable for change, suspension or termination of user account(s) controlled, owned or administrated by third parties).

6. FORBIDDEN ACTIONS

6.1 Kinguin.net reserves the right to remove, modify or reject any User Content posted, published or presented on the Sites that we find to be unlawful, violate the Regulations, make Kinguin.net or our partners liable or be otherwise inappropriate in the opinion of Kinguin.net.

6.2 If the User/Seller violates any provision of the Regulations or if Kinguin.net reasonably believe that it has been violated by any User/Seller, Kinguin.net is entitled to impose penalty on such User/Seller or suspend or delete the account or discontinue of the use of any Service whatsoever by such User/Seller without being liable therefor to the User/Seller. Kinguin.net is also entitled to restrict, refuse or ban the existing or future access to the Services provided by Kinguin.net. Among other things, the penalties that can be imposed by Kinguin.net include giving of warning; removal of any product or User/Seller Content posted, published or presented by the User/Seller on a Site; restrict more than one product posted or presented by the User/Seller; or restrict any functionality of the Services for the period that Kinguin.net may find appropriate at their absolute discretion. Kinguin.net reserves the right to repossess the User's/Seller's property (i.e. software activation keys, games, music, e-books) in case of gross violation of any provision of the Regulations.

6.3 Notwithstanding the generality of the foregoing, the User/Seller will be deemed to be guilty of a gross violation of the Regulations in the following events:

a) as a result of a complaint or notice filed by a third party Kinguin.net can reasonably believe that the Seller has failed, either deliberately or substantially, to perform the contract with such a third party, including but not limited to the situation in which the Seller has not delivered any ordered property despite having received payment therefor or the property delivered by the Seller does not live up to the conditions or standards described in the contract (i.e. bid description) with such a third party,

b) Kinguin.net can reasonably suspect that the User has used a stolen credit card or any other false information when contracting with a partner,

c) Kinguin.net can reasonably suspect that any information provided by the User/Seller is invalid, incomplete, untrue, inappropriate or misleading,

d) Kinguin.net suspects that actions taken by the User/Seller expose Kinguin.net, its partners and any other Users to financial losses or may result in making the same liable.

6.4 Kinguin.net reserves the right to cooperate fully with authorities, private detectives and/or cheated third parties as part of criminal or civil investigations. Furthermore, Kinguin.net may disclose the User's/Seller's identity and contact details to any aggrieved third party when requested to do so by authorities or any other law enforcement body or subject to a judicial injunction or otherwise. Kinguin.net will not be held liable for the damage caused by such disclosure and the Member agrees not to take any legal action or raise any claim against Kinguin.net.

6.5 If the Member is in breach of the Regulations, Kinguin.net also reserves the right to report such breach on the Sites. If such breach involves any unfair or unlawful conduct, Kinguin.net also reserves

the right to disclose such breach to our partners, including without limitations, etc. Kinguin.net partners may restrict, suspend or bar access to all or any part of the services provided by such partners, take any other remedial measures and publish the User's/Seller's breach of the regulations on the sites operated or controlled by Kinguin.net partners.

6.6 Each User/Seller agrees to indemnify and hold harmless Kinguin.net, our partners, officers, personnel, agents and representatives from and against any losses, damage, claims or liabilities (including legal costs incurred to claim full compensation) that may result from your posting, publication or presentation of any User Content, from the use of the Sites or Services or from the violation of Regulations.

6.7 Each User/Seller recognises that Kinguin.net will not be held liable or obliged to you or whomever else for any User Content or other materials presented on the Sites, including those that are illegal, false, misleading, inappropriate, libellous, offensive or prohibited, and that the risk of damage caused by such materials is borne only by each User/Seller separately. Kinguin.net reserves the right to assume, at our expense, full control and defence of any case other than indemnity for a member. In such an event the Member will cooperate with Kinguin.net in claiming any defence.

6.8 Refunds for products that have already been redeemed and the product key has been displayed are only allowed upon Sellers consent and without prejudice to mandatory consumer protection laws.

7. DEALING BETWEEN USERS AND SELLERS

7.1 On the Sites Kinguin.net provides electronic online platforms to exchange information between buyers and sellers of products and services. In addition, Kinguin.net provides Users/Sellers with online platforms to post, accept, place, manage and execute orders subject to the terms and conditions of services contained in Kinguin.net Transaction Services Agreement. Nonetheless, Kinguin.net make no representation to the seller or the buyer in relation to any Services. Kinguin.net does not control, is not obliged to ensure, and cannot be held liable for the quality, safety, lawfulness or availability of any product or service offered for sale on the Sites, nor for the Seller's ability to sell or the buyer's ability to buy.

7.2 Users/Sellers acknowledge that engaging in transactions on the Site involves the risk of dealing with abusive people. Kinguin.net uses its reasonable endeavours to verify the accuracy of the data and information provided by our Users/Sellers during the registration process. However, as the identity of Internet users is difficult to verify, Kinguin.net is unable to confirm and does not confirm the alleged identity of Users (including but not limited to Sellers). We recommend you to use various means, including common sense, to assess who you going to deal with.

7.3 Each User/Seller recognises that they are fully aware of the risk related to buying and selling via the Sites and Services as well as that of claims or damage that might arise in connection with

continuous online dealing. This risk includes but is not limited to the misrepresentation of products and services, illegal acts, poor quality, failure to meet the required specifications, defective or hazardous products, illegal products, delays or erroneous delivery or payment, incorrect cost calculation, warranty problems and accidents during transports. Such risk also involves the fact that the manufacturing, import, export, distribution, offering, presentation, sale and/or use of products offered and presented on the Sites may infringe or be deemed to infringe any third party rights, which entails the User's risk of incurring further costs of defence or any other costs related to third party claims, as well as those in connection with any other claims raised by third parties entitled to defence or indemnity in connection with their claims, demands or proceedings initiated by them with regard to any third party rights. Such risk may also concern the fact that consumers or any other buyers, end users of products or other persons whatsoever may claim to suffer from injuries or damage caused by products originally purchased by Site Users as a result of any purchase transaction and/or raise claims based on their use of such products. All such risks are hereinafter referred to as "Transaction Risk". Each User accepts the fact that Kinguin.net cannot be held liable for any damage, claims, costs, harm, inconvenience, business disruptions or expenses that is arising from and/or incidental to any Transaction Risk.

7.4 Users/Sellers are personally responsible for observing all the terms and conditions of transactions conducted on, via or as a result of using the Sites or Services, including but not limited to payment terms, returns, warranty, delivery, insurance, fees, taxes, licences, penalties, licences, handling, transport and storage.

7.5 The User/Seller agrees to provide all necessary information and documents that may be required by Kinguin.net in connection with transactions conducted on, via or as a result of using the Services. Kinguin.net is entitled to suspend or remove the User's/Seller's account if the latter fails to provide any required information or materials in a timely manner.

8. LIMITATION OF LIABILITY

8.1 To the fullest extent permitted by law, all Services provided by Kinguin.net on or via the Sites are made available on an AS IS, IF AVAILABLE, and WITH ALL DEFECTS basis", and Kinguin.net hereby expressly declines all warranties, including but not limited to any warranty of condition, quality, durability, functioning, reliability, merchantability or suitability for any specific purpose. All warranties, representations, conditions or undertakings are hereby excluded.

8.2 To the fullest extent permitted by law, Kinguin.net does not make any representation or give any warranty in relation to the validity, accuracy, correctness, reliability, quality, stability, completeness or commonness of any information provided on or via the Sites. Kinguin.net does not represent or warrant that the manufacturing, import, export, distribution, offering, presentation, purchase, sale and/or use of any products or services offered on the Sites is free from infringement of any third party rights, nor does Kinguin.net make any representation or give any warranty in relation to any of the Services offered or presented on the Sites in any aspect.

8.3 Each User/Seller shall be personally responsible for his/her act of downloading or otherwise obtaining any material from and/or via the Website, and the User/Seller will be held liable for all loss and/or damages that may be caused to Kinguin.net as a result of and/or incidental to any downloaded material. No information or advice, provided either orally or in writing, that can be obtained by the User/Seller from Kinguin.net or from/via the Site should not be deemed to be any warranty or representation of whatsoever nature.

8.4 The Sites can give the User access to services or products provided by independent third parties. No warranty or representation is given in relation to such services or products in any aspect. In no event can Kinguin.net or our partners be held liable for such services or products.

8.5 Each User/Seller agrees to indemnify and hold harmless Kinguin.net, our partners, management, officers, and personnel from and against any losses, damage or claims (including legal costs incurred therefrom) that may occur as a result of any use of the Sites or Services by the User (including the information published by the User/Seller on the Sites) or violation any of the terms and conditions of the Regulations. Each User/Seller agrees to indemnify and hold harmless Kinguin.net, our partners, management, officers, and personnel from and against any losses, damage or claims (including legal costs incurred therefrom) that may occur as a result of any warranty infringement or complaints filed by the User against Kinguin.net, including those specified in section 5.

8.6 Kinguin.net cannot be held liable for any specific, direct, indirect, punitive, incidental or consequential damage or any other damage (including but not limited to loss of profit or savings, business disruptions and loss of information) as a result of:

- a) using or being unable to use any of the Sites or the Services;
- b) damaging goods, samples, data, information or services purchased or obtained from the User or any third party via any of the Sites;
- c) infringing any third party rights or claims and/or receiving any demands in relation to the manufacturing, import, export, distribution, offering, presentation, purchase, sale and/or use of products or services offered on the Sites and the fact that they may infringe or be deemed to infringe any third party rights;
- d) any data or private information being accessed by any third party in an unauthorised manner;
- e) any statement or conduct on the Sites; or

f) any other matter relating to the Sites that may amount to negligence.

8.7 Without prejudice to mandatory consumer protection laws, notwithstanding the foregoing, the total liability of Kinguin.net, our personnel, agents, partners, representatives and all persons acting on our behalf for all Sellers claims arising from the use of our Sites or Services throughout the entire calendar year is limited in respect of each Seller to (a) the total fees paid by Sellers to Kinguin.net or our partners within a calendar year or (b) HK\$1,000, whichever is lower. Without prejudice to mandatory consumer protection laws, all claims arising from the use of the Sites or Services have to be raised within three (3) months after the date on which a problem occurs.

8.8 The limitations and exclusions of liability under the Regulations refer to the fullest extent permitted by law and will be effective regardless of giving notice to Kinguin.net that such damage may occur.

9. FORCE MAJEURE

9.1 In no event can Kinguin.net be held responsible for any delay, interruption or error of the content or service provided via the Sites if caused, either directly or indirectly, by forces of nature, agents beyond our reasonable control, including failures of the Internet, computer hardware, telecommunications or any other equipment, blackouts, strikes, labour actions, riots, insurrections, civil commotion, labour or material shortages, fire, flood, storms, explosions, acts of God, war, government acts, court or tribunal orders or third party negligence.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Kinguin.net is the sole owner and legal licensor of all the rights and interests to the Sites and their Content. The Sites and their Content contain business secrets and other intellectual property protected by international copyright and other laws. All the titles, ownership and intellectual property rights to the Sites and their Content remain with Kinguin.net and our partners. All rights to any claim under the Regulations or raised by Kinguin.net are reserved in this case.

10.2 Kinguin.net and related icons and logos are registered trademarks or trademarks of Kinguin Digital Limited and Kinguin's related icons and logos are registered trademarks or trademarks and service marks of Kinguin Digital Limited in various jurisdictions and are protected by the relevant copyrights, trademark or other intellectual property rights. Unauthorised copying, modification, use and publication of such trademarks is prohibited.

10.3 Kinguin.net may cooperate with independent third parties involved in the provision of Services (e.g. service provider confirmation and verification). It is forbidden to use any trademark, service mark or logo belonging to any third party without prior permission from such a party.

11. BUYER PROTECTION

11.1 Sellers are required to cooperate with our customer care department. Buyers and sellers let Kinguin.net take, at its discretion, final decisions regarding all claims that buyers may file with Kinguin.net in connection with Kinguin Buyer Protection Policy. If we solve a conflict in favour of a buyer, the purchase price of an article is refunded (including sales tax and any related costs such as commission fees, etc.), and the seller has to reimburse us for the transaction cost we have incurred to make a refund to the buyer. The buyer does not have to return any transaction costs if they submit the documentation (e.g. evidence confirming that the article was such as described) indicated in Kinguin Buyer Protection Policy. Kinguin.net reserves the right to freeze any payment payable to Sellers until and unless the relevant claim by the Buyer is withdrawn or its decided in favour of the Seller

Furthermore:

Sellers have to be notified of Kinguin cost return policy in writing. Sellers agree that Kinguin may debit buyer refunds to their accounts. Sellers need to contact Kinguin to change this method. However, we still reserve the right to use the seller's credit in connection with Kinguin Buyer Protection Policy.

If the credit on a Kinguin.net account turns out to be insufficient, we will require that another seller refund method is selected.

Sellers agree that we may debit their accounts to make refunds to buyers using any method we choose.

A change of the refund method will not affect the way in which Kinguin will charge fees on files or for any other purpose (such as commission fees payable to Kinguin). If the seller does not provide a method for refunds to Kinguin, we may recover any sums payable to us through other payment mechanisms, including collection agencies. We may also suspend or restrict such a seller's access to our Sites until payment is made.

Correction of errors in payments that sellers make to buyers

11.2 We reserve the right to correct all errors that we may encounter. We will correct all obvious errors by charging the seller's account or crediting the payment method used to make an erroneous refund under Kinguin Buyer Protection Policy.

11.3 Kinguin.net reserves the right to not accept reports of used keys/gifts acquired from wholesale purchases, submitted later than 30 days from the transaction.

11.4 Kinguin Buyer Protection fee is not refundable (not including Pre-Order cancellations)

12. NOTICES

12.1 All legal notices or requests addressed to Kinguin.net should be sent in writing to Kinguin.net personally, by door-to-door service or by post to the following address: Kinguin Digital Limited, 5/F Chung Nam Building, 1 Lockhart Road, Wan Chai, Hong Kong. Notices will be accepted once they have been received by Kinguin.net in one of the forms indicated above.

12.2 All legal notices or requests addressed to users will be effective if served personally, by door-to-door service, certified post, fax or e-mail to the last known correspondence address, fax or e-mail address provided by the Users to Kinguin.net or if such a notice or request is placed in a publicly available place on the Site free of charge. The notice is deemed to have been served on the User if Kinguin.net is able to:

a) present such communication in the physical or electronic form in which it has been sent to the User; or

b) immediately publish such a notice in a publicly available place on the Site free of charge.

12.3 All arrangements, notices, requests, disclosures and any other communications regarding use of Kinguin.net will be made electronically.

13. GENERAL PROVISIONS

13.1 Unless otherwise stipulated in the Additional Arrangements, the Regulations constitute the entire agreement between you and Kinguin.net in respect of your managing and using the Sites and Services and supersede all previous agreements, either oral or in writing, regarding the same subject.

13.2 Kinguin.net and the User are independent contractors and no agency, partnership, joint venture, employment or franchise between them are stipulated in the Regulations.

13.3 If any provision of the Regulations turns out to be invalid or unenforceable, such a provision should be deleted and the remaining provisions will continue to be valid and enforceable.

13.4 Headings are used for reference only and in no way do they define, restrict or describe the scope or size of any section.

13.5 The unenforceability of any right Kinguin.net may have or its waiver of any violation against the provisions of the Regulations do not constitute a waiver of the claim to enforce such a right or a waiver by Kinguin.net of its right to claim such enforcement in respect of subsequent or similar violations.

13.6 Kinguin.net is entitled to lay down the provisions of the Regulations (including all our rights, titles, benefits, interests, duties and obligations in the Regulations) in respect of every person or entity (including Kinguin.net partners).

APPENDIX A

KINGUIN GUEST CHECKOUT TERMS & CONDITIONS

Version: 1.0 effective as of 2023, July 25

THESE TERMS & CONDITIONS APPLY TO YOUR PURCHASES AT KINGUIN.NET WITHOUT LOGGING IN TO YOUR ACCOUNT (GUEST TRANSACTIONS). PLEASE READ THEM CAREFULLY BEFORE MAKING A TRANSACTION.

These Terms & Conditions are an integral part of the terms of service governing Kinguin.net Platform and should be read in connection with the 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 User's account at Kinguin.net, available after registration.

1.2. Effective Date date listed at the top of these Terms & Conditions, indicating when they come into force, based on CET (CEST) timezone.

1.3. Guest Checkout functionality provided by Kinguin, allowing Users to purchase Products at the Platform without having to login to an existing Account or registering a new Account. Guest Checkout includes external checkouts, i.e. purchases made at Platform initiated directly from partnered third parties' websites.

1.4. Kinguin - Kinguin Digital Limited, with its registered office in Hong Kong, at 5/F Chung Nam Building, 1 Lockhart Road, Wan Chai, Hong Kong.

1.5. Platform - Kinguin marketplace platform available at www.kinguin.net.

1.6. Product - a digital product available for purchase at Platform, in the form of a digital key allowing Users to access the Product either at Platform or third parties' platforms and systems, based on the Product's description.

1.7. Users - eligible buyer purchasing Products at Platform for personal needs.

2. GENERAL TERMS

2.1. These Terms & Conditions apply to guest purchases made at the Platform, i.e. purchases where a User is not required to login to his Account.

2.2. Guest Checkout is a new functionality and its development is ongoing. As Kinguin continues to develop and improve Platform's system and expand its features, Kinguin may introduce new features and make various changes to the Platform or Guest Checkout, 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 Guest Checkout.

2.3. Due to legal and compliance requirements, Guest Checkout is available subject to the following restrictions:

2.3.1. Users must be at least 18 years old or the age of majority in the state of their habitual residence.

2.3.2. Only transactions up to a maximum total value (including taxes, fees) of EUR 250 are eligible.

2.3.3. Guest Checkout is available only for personal needs. No merchants, vendors, professional sellers and resellers of product keys, suppliers etc. are allowed to use Guest Checkout.

2.3.4. Limited payment methods are available in Guest Checkout due to our partners' requirements. If your preferred payment method is not supported, please login to your existing Account or register a new Account.

2.4. Guest purchases can be made by clicking at an appropriate button in the Platform's interface, at checkout, if available. To make a guest purchase Users will be required to confirm that they accept these Terms & Conditions and are at least 18 years of age. This is a mandatory prerequisite for using Guest Checkout. Kinguin also requires User's email address for delivery purposes and to comply with anti-money laundering laws.

2.5. Transaction is made when a User clicks the "Buy Now" button, authorizes payment and payment is confirmed; Kinguin will confirm the purchase by sending Users an order confirmation and a link to Product's key to User's email provided at checkout.

2.6. Users may claim the Product's key by clicking on a link included in the order confirmation email and then, after being redirected to a dedicated webpage, choosing to display the Product's key (claim the key).

2.7. Emails are necessary for delivery purposes and identify the rightful buyer. Users who input incorrect email at Guest Checkout or lose access to their email may be unable to access Product's key. We will not offer refunds in such cases, unless in exceptional situations subject to our discretionary decision. Please contact Customer Support for assistance (see Clause 3.1 below for contact details).

2.8. Discount codes can be used at Guest Checkout. However, as Guest Checkout is under continuing development and subject to Kinguin's current marketing policy, Kinguin may introduce special discount codes available only to registered Users, subject to separate announcements.

2.9. For compliance purposes we store guest Users' transactions history. Users will be able to access their Guest Checkout transaction history after they register an Account and grant applicable consents if applicable under the applicable laws based on User's habitual residence.

2.10. To request an invoice please contact Customer Support as per Clause 3.1 below.

3. CUSTOMER SUPPORT

3.1. All questions, complaints and refund requests may be submitted to Kinguin via email at: help@kinguin.net, or in writing at: 5/F Chung Nam Building, 1 Lockhart Road, Wan Chai, Hong Kong. Users can also contact our customer support here.

3.2. 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.

3.3. Kinguin will respond to the complaint at the latest within 14 days.

3.4. 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.

4. CHANGES TO THESE TERMS & CONDITIONS

4.1. 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.

4.2. Without prejudice to mandatory laws, these Terms & Conditions may be amended by Kinguin upon at least a 3-day notice (or shorter if that is required by applicable laws or a final and binding decision of a court or a state authority):

4.2.1. if and to the extent that such a change is necessary under applicable laws governing the Platform, Guest Checkout or Kinguin's activities to ensure legal compliance;

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

4.3. Kinguin may impose additional restrictions to eligibility of Guest Checkout, based on the legal and compliance requirements, in particular in case of a change of local regulations, for example by restricting regions, amending total transaction value eligible for Guest Checkouts or restricting the types of Products available for guest purchases. Users will be notified about applicable restrictions each time via Platform's interface (e.g. Guest Checkout button will not be available or will be grayed out).

Appendix B

KINGUIN INACTIVE ACCOUNTS POLICY

Version: 1.0 as of 15.02.2024

This policy governs the freezing of inactive Accounts at Kinguin.net. It should be treated as an integral part of the terms & conditions of the Kinguin.net Platform, applies to all Users of the Platform, and enters into force starting from the effective date indicated above.

PLEASE READ BELOW TERMS CAREFULLY. IN THE EVENT THAT YOU ARE NOT COMFORTABLE WITH THIS POLICY, YOU MAY TERMINATE YOUR ACCOUNT. BY USING KINGUIN, YOU AGREE TO ABIDE BY THE BELOW PROVISIONS AND UNDERSTAND THAT YOUR ACCOUNT MAY BE DEACTIVATED UNDER THE CIRCUMSTANCES SPECIFIED BELOW.

If you have any questions, suggestions, complaints or wish to receive this Policy in a PDF form via email, please contact us through Kinguin's Customer Support Portal [here](#), via email help@kinguin.net or in writing at: 5/F Chung Nam Building, 1 Lockhart Road, Wan Chai, Hong Kong.

1. Definitions:
 - 1.1. **Account** – an account at Kinguin.net, available after registration.
 - 1.2. **Kinguin** - Kinguin Digital Limited, with its registered office in 5/F Chung Nam Building, 1 Lockhart Road, Wan Chai, Hong Kong, help@kinguin.net.
 - 1.3. **Platform** - Kinguin marketplace platform available at www.kinguin.net.
2. If You have not logged in to Your Account for at least 18 months Kinguin may freeze Your Account upon notification due to security and compliance reasons, including to prevent frauds and protect You and other users against malicious third parties (e.g. third party obtaining unauthorized access to Your Account due to password reuse).
3. When Your Account is frozen You will lose access to Your Account, including inventory and order history and You will not be able to use the Account to make purchases or participate in some of Kinguin's marketing campaigns where active Account is required. However, You may reactivate frozen Account by contacting Customer Support as per point 8 below. In such a case, to prevent frauds and for security reasons, Customer Support may verify that You are a true owner of the Account by currently accepted industry-standard measures (e.g. by sending a verification code to Your email).
4. All inactive Accounts will be closed once per year, on 31 December of each calendar year by 23:59 CEST. Therefore actual inactivity period of Accounts will be extended until the end of the year when the 18-month period ends. For example, if You last logged in to your Account on 1 April 2021, the 18-month period shall expire on 1 October 2022, but Your Account will be frozen upon the end of 31 December 2022.
5. Kinguin is committed to providing a fair and transparent process for Account freezing. Therefore, if Your Account is subject to freezing at the end of the current calendar year You will be notified via email and via Platform's in-built notification bar, at regular intervals to provide You with ample time to prevent freezing. Under this policy Kinguin shall be obliged to send notification at the following frequency:
 - 5.1. 1 email notification before end of quarter 1, quarter 2 and quarter 3 of the current year.
 - 5.2. 1 email notification before end of each month of quarter 4 of the current year.
 - 5.3. 1 additional notification in the last 2 weeks before freezing.
6. To prevent Your Account from being frozen You should simply login to Your Account.
7. This policy 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. Without prejudice to mandatory laws, this policy may be amended by

Kinguin upon at least a 14-day notice (or shorter if that is required by applicable laws or a final and binding decision of a court or a state authority):

- 7.1. if and to the extent that such a change is necessary under applicable laws governing the Platform or Kinguin's activities to ensure legal compliance;
 - 7.2. or such an amendment does not negatively affect Users' current rights and obligations with respect to transactions already made.
8. Users are encouraged to submit all complaints, questions, suggestions through Kinguin's Customer Support Portal [here](#). Users may also contact us via email at: help@kinguin.net or in writing at: 5/F Chung Nam Building, 1 Lockhart Road, Wan Chai, Hong Kong.
 9. 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.
 10. Kinguin will respond to the complaint at the latest within 14 days.
 11. 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.
 12. This policy is 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 this policy shall prevail.