

KINGUIN.NET TERMS & CONDITIONS

Version: 1.1

These Terms & Conditions govern Your access and use of the online website, interfaces, features and services accessible via www.kinguin.net marketplace platform and any related mobile applications and services, owned and operated by Kinguin Digital Limited with its registered office at 5/f Chung Nam Building, 1 Lockhart Road, Wan Chai, Hong Kong.

PLEASE READ THESE T&C CAREFULLY BEFORE ACCESSING OR USING THE PLATFORM.

THESE T&C ARE PREDOMINANTLY AIMED AT REGULATING USE OF THE KINGUIN PLATFORM BY CONSUMERS. Dedicated terms shall be introduced to regulate relations with Merchants (incl. Sellers, wholesale buyers, API partners) and affiliates, which are currently subject to separate agreements. Many provisions of these T&C have general nature and shall apply to both Consumers and Merchants, in particular Section 2 (Main Terms), Section 13 (Violations of T&C), Section 16 (Liability), Section 17 (Changes to the Platform and these T&C).

FOR USERS BASED IN THE UNITED STATES OF AMERICA: THESE T&C INCLUDE AN ARBITRATION CLAUSE AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE LAWSUIT, AS WELL AS LIMITATION OF LIABILITY AND CHANGES TO GOVERNING LAW THAT WOULD OTHERWISE APPLY. BY ACCESSING OR USING THE PLATFORM, YOU ATTEST THAT YOU ARE AT LEAST THE AGE OF MAJORITY IN YOUR STATE OR PROVINCE OF RESIDENCE AND ARE LEGALLY CAPABLE OF ENTERING INTO A BINDING CONTRACT. IF YOU DO NOT AGREE TO BE BOUND BY THESE T&C, YOU MUST NOT ACCESS OR USE THE PLATFORM. THESE TERMS MAY BE UPDATED FROM TIME TO TIME AS PER SECTION 17.

FOR USERS BASED IN OTHER COUNTRIES THAN THE UNITED STATES OF AMERICA THESE T&C MAY INCLUDE LIMITATION OF LIABILITY, ARBITRATION CLAUSE AND CHANGES TO GOVERNING LAWS THAT WOULD OTHERWISE APPLY, WITHOUT DEROGATION FROM MANDATORY CONSUMER LAWS. PLEASE REVIEW THESE T&C CAREFULLY BEFORE USING THE PLATFORM.

ALL INFORMATION WE COLLECT ABOUT YOU THROUGH THE PLATFORM IS SUBJECT TO KINGUIN'S PRIVACY POLICY: <https://www.kinguin.net/privacy-policy-cookie-restriction-mode>.

KINGUIN.NET VAT AND TAXATION INFORMATION:

- 1. For Consumers within the European Union:** VAT will be charged in accordance with the tax laws applicable in the EU member state where the customer is resident.
- 2. For Merchants within the European Union:** VAT will not be charged directly by Kinguin. Businesses are required to account for VAT under the reverse-charge mechanism, pursuant to EU VAT regulations.
- 3. For Users outside the European Union:** VAT or equivalent taxes are not applicable to transactions processed through Kinguin.net subject to the tax laws applicable in the customer's country of residence.

Kinguin commits to adherence to tax regulations as applicable and will update these provisions to reflect any changes in law or tax regulations affecting electronic services. Customers are advised to consult local tax advisors to understand their tax obligations.

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1. DEFINITIONS

- 1.1. **Account** – a User’s account at Kinguin.net the Platform, available after registration and login.
- 1.2. **Buyer** – any User who buys Products via the Platform. Buyers include Consumers and Merchants.
- 1.3. **Consumer** – means any natural person who uses the Platform acting for personal purposes, outside that person’s trade, business, craft, or profession and not for profit.
- 1.4. **Determination** – Kinguin’s decision regarding disputes between a Buyer and Seller in the Resolution Center, issued in accordance with Clauses 14.6-14.9.
- 1.5. **External Content** – goods and services, including digital goods and services such as video games, software, subscriptions, closed loop vouchers and gift cards, which may be accessed at External Platforms by using (redeeming) the Product purchased via the Platform. For avoidance of doubt, External Content shall not include In-Game Goods.
- 1.6. **External Platforms** – third-party platforms (e.g., Steam, Microsoft Store, Epic Games, Xbox, Amazon, Allegro etc.) where Products can be used to access External Content, based on the Product’s description.
- 1.7. **Guest Checkout** – functionality provided by Kinguin, allowing Guest Users to purchase Products at the Platform without having to login to an existing Account or register a new Account.
- 1.8. **Guest User** – a User using the Platform without a logged-in Account (i.e., a User who does not have an Account or has not logged-in to their Account).
- 1.9. **In-Game Good** – type of a Product, which includes in-game items, such as skins, boosters, equipment, weapons, features or so called in-game currencies, which players can use within the confines of a specific video game(s).
- 1.10. **Kinguin** – Kinguin Digital Limited, with its registered office in Hong Kong, at 5/F Chung Nam Building, 1 Lockhart Road, Wan Chai, Hong Kong, help@kinguin.net, operator of the Platform.
- 1.11. **Kinguin Balance** – represents the accumulative value of each respective User’s receivables owed by Kinguin and tied with each User’s Account (e.g., receivables due to Sellers from the sale of Products on the Platform) and shown in the Account dashboard, as explained in Section 11.
- 1.12. **Kinguin Discounts** – discount programs offered by Kinguin subject to separate terms and conditions as announced.
- 1.13. **Merchant** – a professional User, i.e., a User who uses the Platform in direct relation to their business activities, in particular for profit, on a repetitive and organized manner, including all Sellers, resellers (i.e., Users who purchase Products with the intention of reselling them to third parties, including via the Platform), wholesale Buyers (i.e., Users purchasing Products in bulk), API partners (i.e., partners connecting with Kinguin API to automate trading of Products). For avoidance of doubt, a person making a single purchase of a Product to use in its business activity unrelated to trading of Products (e.g., an accountant purchasing accounting software or a graphic designer purchasing a graphic editing software) shall not be regarded as a Merchant.
- 1.14. **Platform** – online website, interfaces, features and services of Kinguin’s marketplace platform available at www.kinguin.net.
- 1.15. **Products** – digital keys or access data, available for purchase on the Platform and allowing access to External Content at External Platforms, as well as In-Game Goods, available for purchase on the Platform.
- 1.16. **Resolution Center** – Platform’s functionality where Users may request refunds, submit complaints, raise claims and resolve issues or disputes which may arise out of their use of the Platform.

- 1.17. **Seller** – any User who sells Products to Buyers via the Platform; Sellers can only be Merchants (Kinguin does not allow Consumers to sell Products at the Platform).
- 1.18. **Service Fee** – fee due to Kinguin as specified in Clauses 6.6-6.7.
- 1.19. **T&C** – these Terms & Conditions along with all the appendices.
- 1.20. **Users or “You”**– any person (including natural or legal person) who uses the Platform, including Guest Users, Buyers, Sellers, Merchants and persons browsing the Platform without making any transactions, subject to conditions specified in Section 3 of these T&C.

2. MAIN TERMS

- 2.1. These T&C govern Your use of the Kinguin Platform, regardless of whether You are a Buyer, a Seller, a registered and logged-in User, a Guest User or simply a person browsing the Platform without making any transaction, a Consumer, an entrepreneur or a legal company.
- 2.2. The Platform is a digital marketplace allowing Users to trade Products with other Users. Kinguin provides technological and organizational measures, which facilitate Product offering and discovery, Buyer-Seller matching, conclusion and performance of transactions between the Users, including payment, delivery, as well as resolution of disputes between the Users. Kinguin is not a contracting party to transactions concluded between Users via the Platform and does not sell directly any Products, unless explicitly stated otherwise in the Product’s description. **Consequently, Kinguin does not undertake to guarantee and is not responsible for performance of transactions between a Buyer and a Seller and does not assume liability for performance of such transactions or any warranties given by a Seller in connection therewith.** Kinguin may however take reasonable endeavors in our discretion and on a case-by-case basis to support both parties to the transaction in case of any issues, claims or complaints, in particular through Resolution Center (see Section 14 below).
- 2.3. Additionally:
 - 2.3.1. Kinguin is not affiliated in any way with the Platform’s Users (notwithstanding the fact that all Users are bound by these T&C and have a contractual relationship with Kinguin related to using the Platform); in particular, Kinguin is not a shareholder, a subsidiary, a holding company, an affiliated entity, a representative or an agent of Sellers or Buyers. Buyers and Sellers are free to use the Platform if they choose to do so.
 - 2.3.2. Unless explicitly announced so, Kinguin is not contractually affiliated with any developer, publisher, issuer or distributor of Products sold via the Platform or External Content; Kinguin may have contractual cooperation arrangements with some of the External Platforms based on mutual agreement, but this is not always the case.
 - 2.3.3. All Products other than In-Game Goods are in the form of unique keys, allowing their holders to redeem the keys at External Platforms to access External Content (in case of In-Game Goods: Products are in the form of digital information controlled by the provider of a specific video-game). No physical Products are sold via the Platform. **The Sellers are liable if the Products do not work, i.e., they do not allow Buyers to access the External Content at the External Platform as per Product’s description (in case of In-Game Goods Sellers are liable for delivery of the Products and their conformity with the agreement between the parties and Product’s description).** However, without prejudice to mandatory Consumer laws, neither Kinguin nor Sellers guarantee suitability, quality, legality, objective and subjective conformity, entertainment or usability factor and functionality of External Content and do not assume any liability in this regard; Buyers are advised to directly contact the External Platform

where the External Content is redeemable with any complaints regarding any issues with the External Content. **TO THE EXTENT PERMITTED BY APPLICABLE LAW KINGUIN EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY RELATED TO ACTIONS OR FAILURES OF EXTERNAL PLATFORMS AND EXTERNAL CONTENT AND/OR THEIR TERMS AND CONDITIONS.**

2.3.4. Selection, availability and pricing of Products at the Platform is subject to constant change and is out of Kinguin's control. Sellers maintain full liberty in setting the terms of their offerings, determining pricing strategy, promotions etc. Kinguin makes no guarantees and assumes no liability for actions of Sellers in this regard.

2.4. User Protection. Kinguin is committed to ensuring a secure and trustworthy marketplace environment for its Users. To this end, Kinguin implements various protective measures:

2.4.1. Contractual Requirements for Sellers: Kinguin imposes strict requirements on Sellers concerning the quality, functionality, legality, and overall standards of the Products offered on the Platform. These requirements are designed to ensure that all Products meet a baseline of quality and legal compliance.

2.4.2. Random Control Checks: To further enforce our quality standards, Kinguin conducts random checks of Products offered by Sellers on the Platform. These checks help to identify and mitigate any issues related to product standards.

2.4.3. Merchant KYC Checks: In compliance with applicable laws, Kinguin performs Know Your Customer (KYC) checks on Merchants, in particular Sellers, to verify their identity and legitimacy. This is part of our broader effort to prevent fraudulent activities and ensure the integrity of transactions on our Platform.

2.4.4. Monitoring of Seller Performance: Kinguin actively monitors Merchants', in particular Sellers' performance metrics, including complaints, refunds, and chargeback ratios. This monitoring helps us identify Merchants who consistently fail to meet our standards and take appropriate actions, which may include suspension or blocking of Accounts as per these T&C (see e.g., Clause 5.20 and Section 13).

2.4.5. Despite these measures, it is important to acknowledge that as a marketplace platform, Kinguin does not control each and every transaction nor every interaction between its Users. Consequently, Kinguin cannot undertake to perform quality checks of all Products before they are listed for sale and therefore cannot guarantee the quality, conformity, suitability, safety, legality, or availability of Products. Furthermore, Kinguin does not guarantee the ability or intention of the Sellers to fulfill their obligations to deliver the Products and whether the External Content (accessible by use of Products) meets Buyers' expectations. Users are advised to exercise due diligence when engaging in transactions on the Platform. Kinguin's liability with respect to the Products offered on the Platform is limited. We do not assume liability for the quality, safety, or legality of the Products, except as expressly provided by mandatory consumer protection laws applicable to transactions on our Platform. This section is designed to provide clarity on what Users can expect from Kinguin and to outline the scope of our efforts to protect our Users while acknowledging the limitations inherent in operating a marketplace Platform. **ADDITIONAL CLARIFICATION TO USERS BASED IN THE UNITED STATES OF AMERICA:** YOUR USE OF THE CONTENT, SERVICES, AND/OR PRODUCTS OBTAINED

THROUGH THE PLATFORM IS AT YOUR OWN RISK. KINGUIN MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE CONTENT, SERVICES, OR PRODUCTS.

- 2.5. **All transactions made via the Platform are governed by these T&C; both the Buyers and the Sellers agree to perform transactions in accordance with these T&C and to be bound by these T&C in their mutual relations. MERCHANTS MAY USE THEIR OWN TERMS AND CONDITIONS IN RELATION TO OTHER USERS, HOWEVER IN CASE OF ANY DISCREPANCY BETWEEN THESE T&C AND THE MERCHANT'S OWN TERMS AND CONDITIONS, THESE T&C SHALL PREVAIL IN RELATION TO USE OF THE PLATFORM AND ANY TRANSACTION MADE VIA THE PLATFORM (I.E., IN ALL RELATIONS WITH KINGUIN AND BETWEEN USERS).**
- 2.6. The main body of these T&C lays out the general conditions for use of the Platform applicable to all Users. Specific use cases (e.g., the Merchants' Terms of Service, Marketing Campaigns Terms of Service) are additionally governed by dedicated terms of service which are already in place or will be introduced in the future and as referenced in **Appendix 1**. In case of any discrepancy between these T&C and the terms referenced in **Appendix 1**, dedicated terms referenced in **Appendix 1** shall prevail.
- 2.7. Kinguin will use its reasonable efforts to maintain availability of the Platform to Users for at least 90% of time. However, there may occur occasional, unscheduled outages which are beyond our control, e.g., due to external events (hacking, cloud services interruption, internet service provider's issues) as well as scheduled technical maintenance breaks related to, among others, introduction of new features (in particular security features, new functions, UX changes), removal of defects and general optimization of the Platform; when possible, Kinguin will try to schedule the maintenance for night time CET (CEST) and limit the periods when the Platform is unavailable, but makes no commitments in this regard.
- 2.8. In general, use of the Platform is free of charge, including registering an Account, browsing Products, adding them to cart, marking favorite Products and accessing order history. Buyers may be charged a Service Fee when making a transaction; Merchants may be charged additional fees subject to separate agreements or terms and conditions.
- 2.9. Without prejudice to applicable laws prohibiting geoblocking and georestrictions, in particular the Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market (for Users in the EU), the functionalities of the Platform, availability of Products, terms and conditions for using the Platform (incl. fees and applicable rules set out in these T&C), may differ across different jurisdictions to ensure compliance with applicable laws. Consequently, Kinguin makes no commitment that the same type and extent of transactions, benefits, features and functions will be available to all Users in all jurisdictions. Additionally:
 - 2.9.1. any person having their place of residence in a sanctioned country as per **Appendix 2** is prohibited from accessing the Platform. Note that the list of sanctioned countries is dependent on state and international authorities and is subject to change.
 - 2.9.2. **Specific Regional Adjustments for Product Categories:** In compliance with local legal requirements, Kinguin may impose additional restrictions or requirements on certain Product categories for Users based on their country of residence or selling conditions available to Sellers depending on their country of origin. These adjustments are designed to align with specific legal restrictions and may include, but are not limited to:

- a. **Minimum Age Requirements:** Certain products may have age restrictions based on the legal minimum age in a User's place of residence. Users may be required to verify their age before accessing or purchasing these Products.
 - b. **Additional Verification Processes:** For some Products, additional User verification may be necessary to comply with regulations based on User's place of residence. This may include steps to confirm identity or other pertinent information.
 - c. **Consent Requirements:** Depending on the Product and applicable local laws, Kinguin may require Users to provide explicit consent for the processing of personal data or for the terms of use specific to certain Products.
 - d. **Access Restrictions:** Users residing in certain locations might face restrictions or prohibitions on accessing specific Product categories. These restrictions are in place to comply with the legal stipulations applicable in the jurisdiction based on User's place of residence.
 - e. Kinguin is committed to ensuring compliance with applicable laws and regulations in each jurisdiction where it operates. As such, the availability and conditions related to certain Product categories may vary to reflect these legal requirements. Users are advised to review these T&C, Kinguin's provided announcements, pop-ups, disclaimers and the specific Product information thoroughly to understand any regional adjustments that may affect their transactions.
- 2.10.** If You want to buy Products on the Platform, You are encouraged to read each Product's card (incl. description) carefully, because most Products will only allow You to access External Content via specific External Platform(s), usually requiring registering of a separate account on that External Platform (e.g., a video game where You want to use Your purchased In-Game Good), for a specific device (e.g., for a PC or a gaming console), territory (e.g., Europe-only users), language or currency etc. Such restrictions are not imposed by Kinguin or the Sellers, are out of Kinguin's and Sellers' control and are governed by third parties, usually the External Platform or the issuer (publisher) of the digital products. If You are a Seller You must ensure that the offered Product matches the description on the Product's or Product's category card or otherwise the Product may be considered defective.
- 2.11.** You are responsible for observing all applicable laws and regulations, public authorities' decisions, terms and conditions, End-User Licenses etc. regarding Your use of the Platform, Products and External Content. Kinguin does not undertake to carry out detailed legal analysis for the Users, as it is impossible for Kinguin to identify all the key factual aspects of each User's situation affecting their legal rights and obligations.
- 2.12.** Engaging in transactions on the Platform may involve common risks resulting from using the Internet, including risk of hacking, infecting User's systems with malicious software (incl. viruses, Trojan horses etc.), facing abusive people, attempts at fraud, social engineering etc. It is recommended that all Users use up-to-date antiviruses and antimalware software as well as apply generally recommended technical measures (including use of strong and unique passwords) to minimize the risks. In case of any such situation You may contact Customer Support as per Clause 15.1, so we may undertake measures against the violating User as per Section 13; we may also assist You to the extent reasonably practicable, including by directing to proper authorities or support groups or sharing helpful information and guidance.
- 2.13.** Kinguin shall, as permitted by applicable law, have the right, without limitation and without any obligation, to: (a) investigate any suspected breaches of the Platform security, information technology, or other Kinguin systems or networks; (b) involve and

cooperate with law enforcement authorities in connection with any of the foregoing matters; (c) prosecute violators of these T&C.

- 2.14. Kinguin shall, as permitted by applicable law, have the right to terminate and close Your Account (i) in circumstances as specified under Section 13 or (ii) if we are discontinuing the Platform and terminating and closing Accounts of other Users in Your jurisdiction, upon at least a 15-day notice. When terminating and closing the Account we will allow You to back-up Your data and will not deprive or restrict Your rights with respect to Kinguin Balance or any settlement claims You may have against Kinguin or other Users or claims that Kinguin or other Users may have against You.
- 2.15. **Responsible use.** All In-Game Goods should only be purchased for personal enjoyment within the confines of a specific video game and not for gambling or speculative purposes. Engaging in online gambling or speculation carries inherent risks, including the potential for significant financial loss and the development of gambling addiction that may impact personal, family, or financial well-being. Kinguin does not support gambling and encourages Users to approach gambling activities cautiously and seek information and support when needed.

3. USERS

- 3.1. Platform is generally available to all Users who:
 - 3.1.1. In case of Consumers – are eighteen (18) years old or of the age of majority in the state, province, territory or country where a User has their place of residence and have full and unrestricted legal capacity to enter into binding agreements. If You are not of the age of majority, please contact Customer Support as per Section 15 and share consent of Your legal guardian (usually parent) to use the Platform.
 - 3.1.2. In case of other Users (incl. Merchants) – have been duly established under the laws of their registered seat, are licensed to conduct business activities and are properly represented by authorized representatives in their dealings with Kinguin. Additional restrictions may apply to Merchant subject to separate terms and conditions or individual agreements.
 - 3.1.3. The foregoing applies to Users wanting to register an Account on the Platform as well as Users making transactions on the Platform using the Guest Checkout according to Clause 5.11 of these T&C. Specific restrictions may apply to some initiatives conducted by Kinguin due to applicable laws, subject to separate announcements.
- 3.2. To access full features of the Platform You must register and log-in to Your Account. Some features of the Platform may be unavailable to Guest Users.
- 3.3. Verification of Users Identity:
 - 3.3.1. **Buyer-Consumer Identity Verification:** While Kinguin does not routinely verify the identity of Buyers, we rely on the accuracy of the information provided by Users at the time of Account registration. Buyers are required to provide truthful and accurate information during the registration process and are responsible for keeping this information up-to-date. Kinguin reserves the right to request additional verification information or documents from Buyers under certain circumstances, such as high-value transactions, suspected fraudulent activity, or when legally required.
 - 3.3.2. **Merchants Identity Verification:** Kinguin commits to maintaining a secure and trustworthy trading environment. As part of this commitment, Kinguin undertakes reasonable efforts to verify the identity of Sellers on the Platform. Prior to allowing Sellers to engage in transactions, Kinguin requires the submission of valid government-issued identification documents and other necessary business information, as applicable. This

verification helps to ensure the authenticity of Merchants and protect all Users on the Platform.

- 3.3.3.** Kinguin may employ various methods and technologies for verifying the information provided by both Buyers and Sellers. The specific requirements and processes for verification may be updated from time to time to adapt to technological advancements and changes in legal requirements.
- 3.3.4. Compliance and Consequences of Misrepresentation:** All Users are obligated to provide accurate and truthful information to Kinguin.
- 3.4.** When using Platform You may be required to provide us certain information, in particular in case of Merchants: business name, registered address, business certificate or tax documents, when registering an Account. We may also require You to provide additional information or documents in the future, to verify the information previously provided in case of justified doubts regarding the veracity or accuracy (e.g., based on another User's complaint or analysis of our anti-fraud team). Failure to provide such documents or information, provision of false documentation or information or misrepresentation shall constitute a breach of these T&C and may lead to Account suspension, termination or other legal action as per Section 13. Kinguin reserves the right to take necessary legal steps to prevent and prosecute fraud or any illegal activities under the applicable laws. **USERS ARE RESPONSIBLE FOR PROVIDING ACCURATE INFORMATION AND CONSENT TO ANY VERIFICATION PROCESSES THAT IS REQUIRED BY KINGUIN TO UPHOLD THE INTEGRITY AND SECURITY OF THE PLATFORM.**

4. ACCOUNT

- 4.1. Registering an Account:** When You register and activate an Account on the Platform, You enter into a user-contract with Kinguin. To do so You must:
 - 4.1.1.** confirm that You accept these T&C and that You have reached the age of majority in the territory of Your residence;
 - 4.1.2.** fill-in the required information, as shown in the Platform's interface;
 - 4.1.3.** activate the Account by clicking on the activation link in the welcoming email sent to the email address You provided during registration; if You fail to activate the Account before the link expires, You will have to complete registration process again;
 - 4.1.4.** Additional requirements may be provided for Merchant's Account registration (e.g. a confirmation that a User is a professional trader / entrepreneur; provision of documents confirming registration of business, requirement to share tax documentation or KYC process).
- 4.2.** When registering an Account, You may use Your own email address or use one of the supported third-party authorization methods, i.e., where You register an Account at Kinguin connected to External Platforms, e.g., to Your Steam ID. In the latter case, You will be redirected to the third-party's platform in order to authorize registration of Kinguin's Account with use Your data managed by that platform, subject to its terms of service and privacy policy.
- 4.3.** As a Consumer You may also purchase Products without registering or logging-in to Your existing Account, via a Guest Checkout (see Clauses 5.11-5.15 below for more information). For Merchants using a registered and active Account is a prerequisite for using the Platform.
- 4.4.** You are obligated to ensure that the information provided at registration is true, accurate, current and complete and Kinguin may require You to update information and documentation shared at registration to uphold the integrity and security of the Platform (e.g. for Merchants, when the previously provided business certificate expired or when requested to do so by a bank).
- 4.5. Rules for using Accounts:**

- 4.5.1. **One Account per User:** Each User is allowed to have only one active Account. Kinguin will be entitled to refuse registration of an Account if Kinguin has a reasonable suspicion an Account is to be a second Account of the same person, whether the application is made by the relevant person or on its behalf. Kinguin may also exercise remedies specified in Section 13 if it is found that a User uses multiple Accounts.
- 4.5.2. **No sharing of Accounts:** You may not share Your Account with other persons or authorize other persons to access Your Account. Sharing of Accounts with third parties or using multiple Accounts may cause irreversible damage to Kinguin or other Users, for which You may be liable subject to applicable laws and may trigger remedies specified in Section 13. Further, Kinguin may be unable to prevent security threats to Your shared Accounts due to technical limitations. You agree that You are fully responsible for any and all access and use of Your Account.
- 4.5.3. You must observe Kinguin's security guidelines and best market practices to ensure that Your Account log-in and password are kept confidential and third parties cannot access Your Account. You may find more information on best practices regarding passwords for example: <https://ssd.eff.org/module/creating-strong-passwords> and <https://support.microsoft.com/en-us/windows/create-and-use-strong-passwords-c5cebb49-8c53-4f5e-2bc4-fe357ca048eb>.
- 4.5.4. In case You notice that a third person may have gained access to Your Account or there is any other threat of security violation, You should contact Customer Support (as per Clause 15.1) immediately and cooperate with us to secure Your Account and prevent any abuses.
- 4.6. **Inactive Accounts:** Inactive Accounts may be frozen as per Inactive Account Policy: https://static.kinguin.net/cms/Inactive_Accounts_Policy_575ed6185c/Inactive_Accounts_Policy_575ed6185c.pdf.
- 4.7. **Closing of Accounts:** You may close Your Account at any time and without reason, either by using an in-built feature in Your Account dashboard or by contacting Customer Support as per Clause 15.1. By closing the Account You terminate a customer-contract with Kinguin for use of the Platform. If You are a Merchant, specific rules on settlements with Kinguin and Users applicable after closing of Account shall be regulated separately.

5. PURCHASE & PAYMENT

[Joint Terms for logged-in and Guest Users]

- 5.1. The following terms of Section 5 govern Your purchases:
 - 5.1.1. Clauses 5.3-5.9 specify general rules for purchasers by Buyers other than Merchants.
 - 5.1.2. Clause 5.10 applies to purchases using Kinguin Balance.
 - 5.1.3. Clauses 5.11-5.15 governs purchases by Guest Users only.
 - 5.1.4. Clauses 5.16-5.20 governs purchases of pre-ordered Products, including Sellers' obligations to deliver pre-ordered Products.
 - 5.1.5. Clauses 5.21-5.22 governs purchases with cryptocurrencies.
- 5.2. Payments and purchases by Merchants are governed by separate terms.

[Common rules for purchases]

- 5.3. To make a purchase, You should choose a Product and click the "Add to Cart" button shown in the Platform's interface, then fill-in payment details of Your chosen payment method and confirm payment by clicking the button "Pay". The contract for sale between the Buyer and the Seller is considered to be executed when payment is made.

- 5.4. After You make the payment, You will receive email confirmation that we received Your order and that your payment is being processed by our payment partner. After payment is fully processed, You will receive a confirmation email with Your order details.
- 5.5. **Payment Processing and Kinguin Balance Transactions:**
- 5.5.1. **Payment Confirmation:** Payments for purchases made on the Platform are officially recognized at the moment the designated payment processor confirms that the total purchase price has been credited to Kinguin's account. This confirmation serves as the definitive acknowledgment of payment completion. Further specifics related to the delivery of Products are detailed in Section 7 of these T&C.
- 5.5.2. **Utilization of Kinguin Balance:** Purchases utilizing Kinguin Balance are executed through a legal mechanism known as 'set-off,' where the Kinguin Balance represents a quantifiable claim against Kinguin by the User. Upon the initiation of a transaction using Kinguin Balance the corresponding amount is immediately deducted from the User's balance, effectively settling the equivalent claim against Kinguin. This transactional process is characterized by the following attributes:
- a. **Instantaneous Transaction:** The reduction in the Kinguin Balance and the corresponding adjustment in the User's claim (receivable) against Kinguin occur instantly upon the completion of the transaction.
 - b. **Legal Nature of Kinguin Balance:** The Kinguin Balance is not a deposit or prepaid account but rather a ledger of accrued claims that Users hold against Kinguin. Each payment with Kinguin Balance is a legal set-off of such claims.
 - c. **Transparency and Acknowledgment:** Including the foregoing explanation in points a-b within these T&C not only enhances transparency but also serves to inform and obtain the acknowledgment from all Users regarding the nature and mechanics of transactions involving Kinguin Balance.
 - d. **Clarification Statement:** The explicit inclusion of the set-off mechanism within these Terms and Conditions is intended to clarify the nature of Kinguin Balance, delineating it as a structured system of settlement of Users' claims against Kinguin. This detailed explanation is designed to ensure that all Users clearly understand their rights and the operational mechanics underlying Kinguin Balance, thereby facilitating more informed and confident use of the Platform.
 - e. **Legal and Compliance Assurance:** Kinguin commits to maintaining compliance with all applicable financial and consumer protection regulations in managing and executing transactions involving Kinguin Balance. This commitment is reflected in our continuous efforts to provide clear, precise, and legally robust terms that govern the use of Kinguin Balance.
- 5.6. Normally payments are processed immediately. Should Your payment be denied by the payment processor for any reason (this may be a result of lack of funds on Your bank account, incorrect payment details, failure to timely authorize payment or security or compliance concerns), Your chosen Product will be temporary reserved for the time allowed by the payment partner in a given case; as long as the Product remains reserved, You will be able to purchase the same Product at the same nominal price (taxes and Service Fee may vary) by correctly authorizing the payment. After the reservation time expires, Your order will be cancelled, You will not be charged in any way and will not be required to purchase the Product; however, if You still want to purchase that Product, You will have to add it to the cart again and process payment;

in that case price may change due to normal (market) price fluctuations occurring on the Platform.

- 5.7. Payment methods are available based on Your place of residence and our payment partners' requirements. In particular, available payment methods may vary depending on the Products selected, country version of the Platform You use, Your place of residence or the domicile of Your chosen payment account. All available payment methods each time are shown on the checkout page. Using payment methods will usually require You to accept the terms of service of that method's payment provider and enter into a separate agreement for provision of payment services; Kinguin is not a party to that agreement and is not liable for Your use of these payment services, however Kinguin may try to assist You in case of any issues with processing of payment to ensure smooth and enjoyable experience with the Platform.
- 5.8. In some cases You may use Kinguin Discount to purchase Products, subject to separate terms and conditions.
- 5.9. As a leading digital goods marketplace and out of respect to our Users, payment partners and the online community, Kinguin is committed to maintaining industry best compliance and security standards. Kinguin uses a mixture of automated and manual systems to identify suspected transactions, i.e., where Kinguin has reasonable belief that a transaction violates applicable laws and regulations, is unauthorized, may trigger Kinguin's, the Seller's, payment partner's or any third-party's liability (e.g., when a stolen credit card is being used for payment). When a suspected transaction is identified Kinguin will, depending on the circumstances, suspend a transaction pending investigation or cancel the transaction and exercise other remedies specified in Section 13.
- 5.10. For In-Game Goods constituting points, coins, in-game "gold" or other so called "in-game currencies", the Seller may set a minimum order value. In such cases, Buyers will only be able to purchase such In-Game Good after reaching at least a minimum order value, calculated based on the net price (excluding fees and taxes) and quantity of the specific In-Game Goods added in checkout.

[Purchasing with Kinguin Balance]

- 5.11. Logged-in Users may use the Kinguin Balance for payment for Products through transactional set-offs. You may check Your current Kinguin Balance in Your Account dashboard. To use Kinguin Balance You must click on an appropriate button with Kinguin Balance logo at checkout and confirm execution of transaction. Kinguin will compensate price of the Product against Users' Kinguin Balance, starting from the oldest claim tied to a User's Account (first in first out) and the system will automatically update the remaining Kinguin Balance. It is also possible to cover only a portion of the price with Kinguin Balance set-off and the rest with other payment methods.

[Purchasing with Guest Checkout]

- 5.12. Guest Checkout is a new functionality and its development is ongoing. As Kinguin continues to develop and improve the Platform's system and expand its features, Kinguin may introduce new features to Guest Checkout, without changing these T&C. Without prejudice to mandatory Consumer laws, Kinguin makes no explicit or implicit warranty, representation or guarantee as to the functioning of Guest Checkout and assumes no liability in this regard other than what is required by mandatory statutory laws. Please be advised that Guest Checkout should be treated as a "beta" feature, subject to testing and improvements.
- 5.13. Due to legal and compliance requirements, Guest Checkout is available to Users subject to the following restrictions:
 - 5.13.1. You must have reached the age of majority in the place of Your residence.

- 5.13.2. Only purchases up to a maximum total value (including taxes, fees) of EUR 250 are available to Guest Users. If Your total cart value exceeds this value, You will not be able to use Guest Checkout, but You can log-in or register an Account to make the purchase.
 - 5.13.3. Some Product categories or types may be excluded from being available for purchase through Guest Checkout due to legal constraints or practical challenges (e.g., delivery of In-Game Goods require Buyers and Sellers to communicate via Platform's in-built chat to arrange for delivery within the game) or the necessity to maintain the Platform's security.
 - 5.13.4. Guest Checkout is available only for Consumers. Buyers using Guest Checkout for purposes related to their trade, business, craft, or profession, in particular wholesale buyers or resellers of product keys or buyers using automated systems (API) are not allowed to use Guest Checkout.
 - 5.13.5. Limited payment methods are available in Guest Checkout due to payment partners' requirements. If Your preferred payment method is not supported, please login to Your existing Account or register a new Account.
- 5.14. Guest purchases:
- 5.14.1. **Guest Checkout Process:** Guest purchases on the Kinguin Platform can be facilitated by selecting the appropriate button provided within the Platform's interface at checkout. This feature allows Users who prefer not to register an Account to complete purchases quickly.
 - 5.14.2. **Terms and Conditions Acceptance and Age Verification:** To utilize the Guest Checkout feature Users must actively confirm their acceptance of these T&C. Additionally, Users must declare that they have reached the age of majority according to the laws of their place of residence. This confirmation serves as a legal attestation of their eligibility to engage in transactions on the Platform and is a mandatory requirement for proceeding with a guest purchase.
 - 5.14.3. **Email Address Requirement:** For the purposes of order processing and delivery, Kinguin requires Users to provide a valid email address during the Guest Checkout process. This requirement facilitates the necessary communication regarding the transaction details and delivery. Therefore, You must ensure that You use correct email address when making purchases with Guest Checkout, because If You lose access to Your email address You may be unable to access the Product purchased and Kinguin may be unable to help. Please contact Customer Support as per Clause 15.1 in such cases to explore available options, as they differ in each case due to technical circumstances. Further, email address requirement serves a critical role in complying with anti-money laundering (AML) regulations, as it allows Kinguin to maintain a traceable record of transactional parties, which is essential for (i) ensuring that Kinguin can contact the User regarding any issues or updates related to their purchase and (ii) fulfilling regulatory requirements aimed at monitoring and preventing fraudulent activities and money laundering within our Platform.
 - 5.14.4. **Legal Compliance and User Confirmation:** By providing their email address and other requested details, Users acknowledge and agree that this information will be used in accordance with Kinguin's Privacy Policy, which outlines the management and protection of User data. Kinguin is committed to upholding high standards of data privacy and security, in full compliance with relevant data protection regulations.
 - 5.14.5. **Mandatory Nature of Requirements:** The foregoing Guest Checkout prerequisites listed in Clauses 5.13.1-5.13.5 are not optional and are

designed to protect Users and Kinguin, ensuring a secure, compliant, and efficient transactional environment for all parties involved.

- 5.15. As Guest Checkout is under continuing development and subject to Kinguin's current marketing policy, Kinguin may introduce special discount codes available only to logged-in Users, subject to separate announcements and terms and conditions.
- 5.16. 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 using the same email address they used for the purchase with Guest Checkout.

[Purchasing of pre-order Products]

- 5.17. A pre-order is a Product that You can purchase before its official release date, thereby securing Your order in advance. Pre-order Products are shown in a dedicated tab on the Platform and visibly marked to ensure no confusion.
- 5.18. In order to purchase pre-order Products on the Platform, You must be logged-in to Your Account. Pre-order Products cannot be purchased through Guest Checkout.
- 5.19. Unless explicitly stated otherwise in the Product's card, pre-order Products will be delivered to Buyers on the day of the official release of the External Content that the Product relates to, in the territory for which the Product is destined (see information in the Product's card). Note that in most cases neither Kinguin nor Seller is affiliated with the publisher of External Content, who retains full discretion over the official release dates and which may vary depending on territories and be subject to unforeseen delays beyond Kinguin's or Seller's control. See Section 7 for delivery details.
- 5.20. For cancellation or refunds of pre-ordered Products see Clauses 10.11-10.12 below.
- 5.21. Sellers offering pre-orders are obligated to deliver all purchased Products immediately upon official release. If a Seller has reasons to believe that they may not be able to deliver all pre-ordered Products, they are obliged to contact Kinguin immediately and cooperate with Kinguin to mitigate negative impact on Buyers. Additionally:
 - 5.21.1. If a Seller fails to deliver any pre-ordered Product, Kinguin will investigate the matter and assess the number of Users affected, the type and value of the pre-ordered Product and impact on Kinguin's reputation; other relevant circumstances may also be considered (e.g., overall market situation regarding pre-ordered Product).
 - 5.21.2. If a Seller's failure is a one-time situation relating to a single offering, Kinguin may limit applicable remedies to a Warning as per Clause 13.5.4.a.
 - 5.21.3. In case of repeated failure to deliver pre-ordered Products by a Seller (i.e., if a Seller fails to deliver any or all pre-ordered Products after a prior failure to deliver any pre-ordered Product) or if Kinguin decides that a Warning would not constitute an appropriate reaction to Seller's failure (in particular considering the number of Buyers affected, nature and intensity, the financial impact and negative publicity towards Kinguin), Kinguin may: (i) limit the total pre-ordered Products that a Seller will be able to offer for sale in the future or (ii) block Seller's ability to offer pre-ordered Products for sale via Kinguin. Kinguin will notify the Seller about such a decision, indicating reasons and the legal basis and block Seller's Account as per Clause 13.5.4.d. The Seller will have 14 days to challenge the decision, by offering explanation and providing any evidence they deem suitable to defend their case. Kinguin will verify the challenge; upon review of the Seller's challenge, if Kinguin accepts the explanation, the remedy will be cancelled. If a Seller's challenge is rejected, Kinguin will notify the User about such decision. Clauses 13.5-13.12 apply.
 - 5.21.4. The foregoing is in addition to Kinguin's rights to exercise remedies set forth in Section 13 and – for avoidance of doubt – Seller's failure to deliver pre-

ordered Products shall be considered a breach of these T&C for the purpose of applying Section 13.

[Purchasing with cryptocurrency]

5.22. Depending on the Product category and Your place of residence, You may be able to make payment for Products in cryptocurrency, by selecting it as a payment method at checkout. THIS DOES NOT CHANGE THE UNDERLYING FIAT CURRENCY OF THE PRICE PURCHASE, WHICH MEANS THAT THE PRODUCT'S PRICE WILL STILL BE EXPRESSED AND CALCULATED IN EUR, USD OR OTHER STATE CURRENCY, BUT WE WILL ACCEPT PAYMENT WITH CRYPTOCURRENCY. The estimated amount to be paid in Your chosen cryptocurrency will be presented at checkout based on the currently available exchange rate of the base / underlying currency into Your chosen cryptocurrency based on the Kraken cryptocurrency exchange (see: <https://www.kraken.com/prices>).

5.23. Management of Cryptocurrency Exchange Rate Fluctuations:

5.23.1. Cancellation due to Exchange Rate Fluctuations: Kinguin reserves the right to cancel any order paid with cryptocurrency if the exchange rate of the chosen cryptocurrency into EUR fluctuates by more than 5% between the following two moments: (i) the moment when the payment is authorized and confirmed by the User as per Clause 5.3, and (ii) the moment when the payment is credited to Kinguin's account and the Product is ready for delivery.

5.23.2. Determining Exchange Rates:

- a.** Currency of Conversion: For the purposes of this Clause 5.22, the exchange rate calculation will be between the chosen cryptocurrency and the Euro (EUR), based on the average rate provided by Kraken cryptocurrency exchange (see: <https://www.kraken.com/prices>), which reflects a reliable and consistent market value of the cryptocurrency against the Euro.
- b.** Time of Payment Confirmation: The moment of payment confirmation is when Kinguin's payment gateway receives the transaction confirmation from the blockchain or other cryptocurrency network.
- c.** Refund Process: In cases where an order is cancelled due to the stipulated exchange rate fluctuations as per Clause 5.22.1, Kinguin will initiate a refund to the User's original cryptocurrency address promptly and without undue delay, unless an alternative arrangement is agreed upon by the User and Kinguin.

5.23.3. Protection Against Post-Delivery Cancellations: Once a Product is delivered and the User has accessed or redeemed the Product (e.g., revealing a digital code), Kinguin will no longer cancel the transaction based on exchange rate fluctuations. This policy is to ensure fairness and prevent potential exploitation of exchange rate volatilities.

5.23.4. User Agreement and Confirmation: By placing an order with cryptocurrency, Users agree to these T&C regarding exchange rate fluctuations and accept the processes and calculations involved as described above. Users are encouraged to consider these potential impacts when choosing to pay with cryptocurrency.

6. PRICES

6.1. This Section 6 shall apply only to Buyers other than Merchants. Specific rules for pricing and settlement with Merchants shall be regulated in dedicated terms or individual agreements.

- 6.2. Kinguin will show available sale offers of a given Product in the Product's card. Each price shown at the Product's card is set independently by Sellers. Kinguin does not control prices of the Products and has no power over the Sellers to determine prices.
- 6.3. Prices may change dynamically based on each Seller's decision.
- 6.4. When You browse our Platform, including the main page and different categories of Products, You will see the prices of Products based on the currently available offers at the Platform. For Your convenience, we compare these prices to market reference prices, i.e., the price of the same Product at the External Platform as identified by our system at a given time, as explained in notices shown next the price (usually the time of first publishing a Product on Kinguin). Note that prices of digital products are subject to constant change and we do not track external prices on a continuous (live) basis. Therefore, You are encouraged to check market prices of Products on Your own.
- ADDITIONAL CLARIFICATION FOR USERS OTHER THAN CONSUMERS HAVING THEIR PLACE OF RESIDENCE IN THE EUROPEAN UNION:** You expressly waive any potential claim against Kinguin arising from any inaccuracy of external (market) prices, including if the external price shown is out-of-date or has become inaccurate before being updated by Kinguin.
- 6.5. **Location-Based Tax Calculation for Product Pricing for Buyers:**
- 6.5.1. **Automatic Location Identification:** When You access a specific Product's dedicated page on the Platform, Kinguin displays the price inclusive of all applicable taxes, calculated based on Your presumed location. This location is determined using a combination of data points in accordance with our Privacy Policy, including but not limited to (i) the Internet Protocol (IP) address of your device, (ii) Your previously provided declarations and billing address, (iii) other commercially relevant information previously gathered through your interactions with the Platform.
- 6.5.2. **Inconsistency and Verification Process:** Should our systems detect any inconsistencies or ambiguities in the location data relevant for tax calculation: (i) Kinguin will proactively contact You to verify Your location details and (ii) Kinguin may request additional information or documentation to ascertain your tax residency, as required by applicable laws.
- 6.5.3. **User-Initiated Location Correction:** If You notice that an incorrect location or tax residency has been assigned to Your purchase You will have the option at checkout to manually update or correct Your declaration regarding tax residency. Upon updating if the new declared residency aligns with other corroborative information we have regarding Your previous purchases our system will automatically recalculate and update the Product's price to reflect the appropriate tax rates.
- 6.5.4. **Compliance and Responsibility:** This feature is designed to ensure compliance with the tax regulations of different jurisdictions and to facilitate a transparent pricing mechanism for our Users. Users are responsible for providing accurate information regarding their location and tax residency. Kinguin reserves the right to verify the accuracy of the information provided and to make adjustments to the product pricing and taxes as legally required. By using the Platform You acknowledge and agree to the mechanisms of location determination and tax calculation as described above, and commit to providing accurate information for such purposes.
- 6.6. **PRICES ON PRODUCT'S CARDS DO NOT INCLUDE DELIVERY FEES REFLECTED IN OUR SERVICE FEE;** we are able to calculate the Service Fee only at the checkout, once You decide what Products are in the cart and fill-in all the required information.
- 6.7. A Service Fee is chargeable at checkout on purchase of Products, in the amount shown each time before final confirmation of a purchase. The Service Fee is dynamically

calculated based on supply and demand to reflect true current costs of operating the Platform. The Service Fee is calculated based on the internal and external (i.e., specialized service providers) costs of delivering top quality services to our Users, including anti-fraud protection, 24/7 customer support, Sellers' verification, compliance measures, cybersecurity, KYC and other administrative costs. The Service Fee may differ based on the assessed risk for processing certain transactions, based on current payment and AML regulations, industry standards and compliance requirements of our partners. The Service Fee allows us to ensure that we can always deliver a wide selection of Products from Sellers all over the world at fair prices. For avoidance of doubt Service Fee does not include surcharges and other costs relating to payment instruments. All Users will be able to check the Service Fee before final confirmation of the purchase and no other fee is added afterwards.

- 6.8. All Prices and fees are shown in currency indicated in the Platform's interface. Buyers may change applicable currency at any time, by using Platform's in-built feature on the top bar.
- 6.9. When making purchases You will be informed of the total price due for a Product before confirming Your purchase and authorizing payment as per Section 5. No fees or charges are added afterwards.
- 6.10. Prices for Products on the Platform are subject to change without notice; further, Kinguin may discontinue any Product (or any part or thereof) or modify Product's description or rules of trading, without notice at any time, but without affecting Consumer's already acquired rights (e.g., already purchased Product or Products being purchased). **ADDITIONAL CLARIFICATION FOR USERS OTHER THAN CONSUMERS HAVING THEIR PLACE OF RESIDENCE IN THE EUROPEAN UNION:** You expressly waive any potential claim against Kinguin arising from such changes.

7. DELIVERY

- 7.1. This Section 7 shall apply only to Buyers other than Merchants. Specific rules for delivery with Merchants shall be regulated in dedicated terms or individual agreements.

[Delivery of Products other than In-Game Goods]

- 7.2. Your purchased Products will be delivered immediately after we receive payment as per Clause 5.4; in most cases payment processing is immediate and rarely takes longer than 1 hour; however, depending on the payment method and payment partner processing may take longer in exceptional circumstances. If You feel that Your payment is taking too long to process please contact us as per Clause 15.1. Once You receive a confirmatory email You will be able to access the Product through the inventory in Your Account or through a link You receive. Therein You will be able to "claim the Product", i.e., choose to reveal a unique key that can be used to redeem External Content at the External Platform.
- 7.3. To use the key, follow the instructions in the Product's description. Usually this will require You to access a specific External Platform (You may be required to register an account therein pursuant to the External Platform's terms of service) and paste the key in dedicated fields to redeem the Product.
- 7.4. You must protect Your Product (key) and keep it confidential. If the Product (key) is lost, stolen, damaged or destroyed, You may not be able to use it to access the External Content and Kinguin or Sellers will not offer refund or replacement. Anyone who knows the Product (key) will be able to use it. You should not disclose the key to any third-party and should only enter it in the official systems of the specific External Platform where the External Content can be accessed and used, as per the Product's descriptions. Any other requests for sharing of Your key may be fraudulent. In case of any doubts please contact our Customer Support as per Clause 15.1.

- 7.5. By accessing Your inventory You may browse all Your purchased Products and their unique keys.
- 7.6. If You are a Guest User Your purchased Product will be available through a link sent to You in a confirmatory email. If You input incorrect email at Guest Checkout or lost access to Your email, You may be unable to access the Product. We will not offer refunds in such cases, unless in exceptional situations subject to our discretionary decision. Please contact Customer Support for assistance as per Clause 15.1.

[In-Game Goods delivery]

- 7.7. Due to the nature of In-Game Goods, the delivery rules for the In-Game Goods differ from standard Product delivery described above due to the fact that Buyers and Sellers need to cooperate in most cases to arrange delivery within the specific video game (e.g., logging in to their video game account and accepting In-Game Good transfer from the Seller using in-game functionality).
- 7.8. To facilitate delivery, Kinguin provides an in-built chat functionality (available via Account's delivery panel and at In-Game Goods Product card), so that Buyers may discuss with Sellers delivery details even before making a purchase. **Note that Kinguin may access the content of such communications for the purpose of handling disputes and complaints between Users, subject to these T&C.**
- 7.9. Your purchased In-Game Good delivery process will start immediately after we receive payment as per Clause 5.4; in most cases payment processing is immediate and rarely takes longer than 1 hour; however, depending on the payment method and payment partner processing may take longer in exceptional circumstances. If You feel that Your payment is taking too long to process please contact us as per Clause 15.1.
- 7.10. When placing an order for an In-Game Good, You must select a preferred delivery method and confirm with a Seller delivery details via in-built chat (e.g., date and time of delivery, authorization password). These methods depend on the characteristics of the specific video game in which the In-Game Good is to be used and may include, for example, a "face-to-face" meeting in-game with the Seller, use of an in-game auction house or similar functionality, or sending the In-Game Good to Your in-game account using your login.
- 7.11. Due to the nature of In-Game Goods, the delivery process will in most cases be conducted using third-party functionalities, such as those referred to in Clause 7.10, incorporated within a specific video game. **NOTE THAT IN MOST CASES DELIVERY PROCESS WILL REQUIRE YOU TO SHARE YOUR IN-GAME USERNAME, NICKNAME, LOGIN OR CHARACTER ID WITH THE SELLER, SO THAT THE SELLER MAY PROPERLY IDENTIFY YOU AS THE BUYER.**
- 7.12. After delivery is complete, the Seller will provide Kinguin with proof of delivery (usually a screenshot from the game showing confirmation of the delivery) and change the delivery status to "completed" for this order, about which You will be notified via email. From that moment:
 - 7.12.1. You will have 24 hours to contest the delivery status change (e.g., if despite the In-Game Good has not been delivered to You as agreed with the Seller) by contacting Kinguin Customer Support as per Clause 15.1 or using in-built functionality from Your Account dashboard.
 - 7.12.2. If You contest delivery within the 24 hour deadline Clauses 14.4-14.10 of these T&C shall apply.
 - 7.12.3. If no contest is made within the 24 hour deadline, the delivery will be considered to have been successfully completed at the moment when the Seller changed its status to "completed". This, however, shall in no way limit Your rights under applicable mandatory Consumers laws, e.g., in case of post-delivery problems with accessing Your In-Game Good or failure to

deliver or other issues. Consequently, if You have any issues with Your purchased In-Game Good or with delivery after the 24 hour deadline expired, please contact Kinguin Customer Support as per Clause 15.1 to learn about Your rights.

8. RECOMMENDER AND SORTING MECHANISMS

8.1. Kinguin will try to curate the Platform to showcase the most interesting or the most popular Products, including by applying the following rules:

8.1.1. Where do we use recommendations on Kinguin? We use recommendations on the homepage, Product page, genres pages and platforms pages (e.g., Xbox dedicated products);

8.1.2. When making recommendations we will prioritize Products that are on-sale to allow You to make use of this opportunity;

8.1.3. We will showcase Products that other Users are frequently buy bought together with a Your recommended or viewed Product You are viewing by other Users;

8.1.4. When You are browsing a Product that is out of stock, we will show You similar Products or Products that were frequently bought together with that Product by other Users;

8.1.5. In the checkout we will recommend DLCs and other additions to the Product that is in the checkout, so that You may consider adding these to Your order;

8.1.6. Kinguin tries to showcase the Products that are currently the most popular or most interesting Products on the market, e.g., “hits” that have recently been released.

8.2. On top of the Product’s card Kinguin will show the offer from a Seller who paid for promotion. Other Sellers’ offers of the same Product will be shown below, ranked from the lowest to the highest price. If two or more Sellers offer the same Product at the same price, they will be ranked based on Kinguin’s rating algorithm, relying on the following rules:

8.2.1. Kinguin has no power to manually alter / interfere with the rating;

8.2.2. Rating relies on the ratio of successful to unsuccessful transactions of each Seller, expressed in percentage points (e.g., 99% of successful transactions);

8.2.3. Successful transactions are defined as selling of Products, where a Product has been delivered to a Buyer without delays and with no complaints pending, no refunds or requests for replacement due to defects;

8.2.4. Unsuccessful transactions include transactions where Products were delivered with at least 15 minutes delay (excluding In-Game Goods), where Buyers refunded a Product or requested replacement due to defects.

8.3. Kinguin may introduce other promotional features to Sellers in the future, subject to separate terms and conditions.

9. REVIEWS

9.1. Reviews of Products or External Content they pertain to may be published in the Platform by any User, including a Guest User.

9.2. **The Platform does not verify that the published reviews originate from Users who have actually purchased the Product or used the External Content (e.g., played the particular game).**

9.3. By creating, submitting and posting reviews on the Platform, Users grant Kinguin a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, modify,

publish, display and create derivative works of User generated reviews anywhere in the world, including on Kinguin's social media, in any way, without any limitation and without any payment to User (Kinguin will not be obliged to pay any fees, royalties, charges for use etc.). You acknowledge and agree that Kinguin may preserve or delete User reviews at any time and for any purpose. You also acknowledge and agree that You are not guaranteed access to User reviews at any time. Without limiting the generality of the foregoing, You authorize Kinguin to include User reviews in a searchable format that may be accessed by any other User of the Platform and third-party websites, search engines, including after deletion of such User's Account or review. **ADDITIONAL CLARIFICATION TO USERS OTHER THAN THOSE CONSUMERS HAVING THEIR PLACE OF RESIDENCE IN THE EUROPEAN UNION:** Kinguin shall have no liability for reviews that can be public and visible on the Platform, External Platforms, third-party websites, or search engines, including after deletion of such User reviews by You, other Users, or Kinguin.

- 9.4. Kinguin may delete reviews if they do not concern the particular Product or External Content or violate these T&C or any rules of social coexistence, for example if they include hateful, abusive, discriminatory, harassing, threatening, sexually explicit, violent, or otherwise harmful content. Kinguin will notify the User about such a decision, indicating reasons and the possibilities of redress. The infringing User will be entitled to challenge the decision by contacting Customer Support as per Clause 15.

10. DEFECTIVE PRODUCTS, WITHDRAWAL RIGHTS, PRE-ORDERS AND REFUNDS

- 10.1. This Section 10 shall apply to Consumers who purchased Products at the Platform:
- 10.1.1. Clauses 10.3-10.10 – govern withdrawal right.
 - 10.1.2. Clauses 10.11-10.12 – govern refunds in case of pre-order cancellation.
 - 10.1.3. Clauses 10.13-10.15 – govern remedies for defective Products.
- 10.2. Provisions of this Section 10 shall only apply to Consumers; separate terms shall be introduced by Merchant's dedicated terms.

[Consumer's withdrawal right]

- 10.3. Clauses 10.3-10.9 are primarily designed to comply with European Union Consumer protection regulations. However, Kinguin acknowledges the global nature of its user base and the importance of robust consumer protections across all jurisdictions. Accordingly, we have extended similar protections tailored to meet the specific legal requirements of other key markets for Consumers having their place of residence in other jurisdictions as well:
- 10.3.1. **For Consumers in the United States:** In accordance with the Federal Trade Commission (FTC) guidelines and applicable state laws concerning consumer rights, clauses relating to refunds, returns and warranty claims are adjusted to reflect the legal expectations and consumer rights within the US.
 - 10.3.2. **For Consumers in Canada:** Provisions are adapted to align with the Canadian Consumer Protection Act (CCPA), which varies by province. These include detailed rights regarding cancellations, refunds, and disclosures that are consistent with Canadian law.
 - 10.3.3. **For Consumers in Australia:** Clauses are revised to conform to the Australian Consumer Law (ACL). Specific stipulations regarding consumer guarantees, warranties, and refund rights under the ACL are incorporated to ensure compliance.
 - 10.3.4. **For Consumers in Asian Markets:** For major economies such as Japan, South Korea, and Singapore, local consumer protection laws are closely

analyzed, and clauses are adapted to reflect each country's specific protections regarding electronic commerce and consumer rights.

10.3.5. Implementing Specific Jurisdictional Clauses: Each of these adaptations is crafted to not only comply with local regulations but also to provide clarity and assurance to Consumers in their respective regions. For instance:

- a. Clauses for all regions specify the process for cancellations and refunds clearly, adjusting the timeline and conditions based on local laws.
- b. Warranty and guarantee rights are defined according to the minimum standards required by local Consumer protection statutes.
- c. Dispute resolution procedures are tailored to recommend or mandate local Consumer assistance services or ombudsman services where applicable.

10.3.6. Updating and Review: Kinguin commits to regularly reviewing these clauses to ensure they remain compliant with any changes in local consumer protection laws. This ongoing review process includes consultation with legal experts in respective jurisdictions to adapt to new legal standards as they arise. By integrating these region-specific consumer protection clauses, Kinguin ensures that all Users, regardless of their geographic location, enjoy a safe, fair, and legally compliant shopping experience on our Platform.

10.4. You have fourteen (14) days to withdraw from a purchase transaction without giving any reason (unless Clause 10.9 applies).

10.5. The withdrawal period will expire after fourteen (14) days from the delivery of the Product as per Section 7. After expiry of that period and in all other cases, Kinguin may accept withdrawals in exceptional cases subject to Kinguin's discretionary decision, based on the current customer-care policy. Please contact Customer Support as per Clause 15.1 to explore available options.

10.6. How to withdraw. To exercise the right of withdrawal, You must inform Kinguin of Your decision to withdraw from the transaction by an unequivocal statement. You may do so by contacting Customer Support, by using this link: <https://support.kinguin.net/hc/en-us>, by sending us an email to help@kinguin.net or letter to Kinguin Digital Limited, 5/F Chung Nam Building, 1 Lockhart Road, Wan Chai, Hong Kong. For this purpose, You may also use the model withdrawal form attached to these T&C as **Appendix 3**, but it is not obligatory. If You submit the withdrawal through the Platform's Customer Support portal we will provide You with an acknowledgement of receipt of such a withdrawal via email without delay.

10.7. To meet the withdrawal deadline, it is sufficient for You to send communication concerning Your exercise of the right of withdrawal before the withdrawal period has expired.

10.8. Consequences of withdrawal. If You withdraw from the transaction, Kinguin shall reimburse to You all payments made for the Product, including taxes and Service Fee (with the exception of the supplementary costs resulting from Your choice of a type of delivery other than the least expensive type of standard delivery offered by Kinguin, depending on the circumstances of a given purchase and subject to disclaimers shown in the Platform's interface), without undue delay and in any event not later than fourteen (14) days from the day on which we are informed about Your decision to withdraw from the transaction. We will carry out such reimbursement using the same means of payment as You used for the initial transaction, unless otherwise agreed; in any event, you will not incur any fees as a result of such reimbursement.

- 10.9. Expiry of withdrawal right for Products other than In-Game Goods.** Considering the nature of the Products purchased at the Platform (see in particular Clause 2.3.3, 2.10 and 7.4), **YOU WILL LOSE THE RIGHT TO WITHDRAW FROM THE TRANSACTION AFTER YOU HAVE CLAIMED THE PRODUCT as specified in Clause 7.2.** This is because after the Product has been revealed, it may be used at External Platforms to access the External Content without Kinguin's or the Seller's control or consent (in most cases Kinguin and Seller will not even be able to verify if the Product has already been redeemed at External Platform and External Content accessed). Therefore, after the key has been revealed it cannot be resold by the Seller and the contract executed via the Platform shall be considered to be completed in full and not subject to withdrawal. For avoidance of doubt, the foregoing limitation of withdrawal right applies only to Products other than In-Game Goods.
- 10.10.** Payments made via bearer instruments (e.g., Paysafecard, Neosurf and Kinguin Voucher) cannot be reversed for technical reasons, as these are physical instruments which are not transferred or shared with Kinguin when payment is made and Kinguin has no technical means of returning any funds to them. Therefore, transactions where these instruments were used for payment will be refunded to Kinguin Balance.

[Pre-orders]

- 10.11. Cancellation of Pre-orders:** You are entitled to cancel Your pre-order purchase for any Product without providing any reason, at any time prior to the Product's official release date or the actual delivery of the Product, whichever occurs first.
- 10.12. Refund Process:** Upon cancellation of a pre-order, Kinguin will promptly reflect the full amount paid for the Product - including all taxes and the Service Fee - back to your Kinguin Balance. This ensures that the funds are available to You for immediate use on the Platform for future purchases or further transactions. Exceptions:
- 10.12.1. Delivery Costs:** If you had selected a type of delivery other than the least expensive standard delivery option offered by Kinguin, please note that supplementary costs arising from Your choice will not be refunded. This exception is made to account for the already incurred higher delivery costs which are non-recoverable for Kinguin.
- 10.12.2. Mode of Refund:** As standard practice, refunds will be issued to your Kinguin Balance. However, should You require a refund to the original method of payment, you may request this by contacting our Customer Support (see Clause 15.1 for contact details). Such refunds to the original method of payment are subject to validation of the original transaction and may incur additional processing times depending on Your bank or payment provider.
- 10.12.3. Conditions for Refund Eligibility:** To ensure a smooth refund process, ensure that Your request for cancellation is communicated to Kinguin before the Product's official release or shipment. Cancellations post-release or post-shipment are subject to our standard return policy as detailed in earlier sections of these T&C.
- 10.12.4.** Kinguin is committed to ensuring that the pre-order process is flexible and user-friendly, providing You with the confidence needed when making advanced purchases on our Platform. This policy is designed to align with our customer-first approach, ensuring compliance with applicable consumer rights laws and fostering a trustworthy transaction environment.

[Defective Products]

- 10.13.** If Your purchased Product is defective You will be entitled to a replacement Product if available.

- 10.14.** Replacement will be delivered to You in the form of Kinguin Balance, which will allow You to pay for Your chosen Product or to buy another Product, without additional cost / charges. Please contact our Customer Support (see Clause 15.1) in case of any issues or delay.
- 10.15.** Because of the nature of the Products, neither Sellers nor Kinguin are able to repair defective Products. Therefore, replacement is objectively the only available method of restoring the Product into conformity. If Product's replacement is not available or may impose disproportionate costs (e.g., due to scarcity of the Product), You will be offered a price reduction or a full reimbursement of price paid in accordance with applicable laws.

11. KINGUIN BALANCE

- 11.1. Treatment.** For the purpose of regulatory compliance and enhanced financial clarity, Kinguin Balance shall be treated and classified as a receivable owed by Kinguin to the respective User.
- 11.2. Interface display of receivables:** Kinguin shall maintain an interface accessible to Users, which displays the current state of their receivables towards Kinguin. This interface will provide real-time updates regarding the status of mutual receivables, facilitating better financial management and planning for Users, in particular for Sellers.
- 11.3.** Users may request withdrawal of receivables shown through Kinguin Balance at any time, subject to processing times and payment processing fees (if applicable); additional terms may apply to Merchants. Kinguin commits to processing these withdrawals in a timely and efficient manner, ensuring prompt access to funds as needed.
- 11.4.** Kinguin will adhere to all applicable financial regulations in the treatment and reporting of Kinguin Balance as receivables. This will include necessary disclosures in financial statements and compliance with international accounting standards.
- 11.5.** Kinguin may amend the policies regarding Kinguin Balance in response to changes in regulatory requirements or business needs. Any such changes will be communicated to Users through official channels in a timely manner. All changes are subject to Section 17 below.

12. LICENSE

- 12.1.** Kinguin is the sole owner of all the rights and interests to the Platform, in particular copyrights and industrial property rights. All the titles, ownership and intellectual property rights to the Platform including its features and functionality, sound and visual elements, texts and marketing communication are protected by national laws and international treaties and remain with Kinguin. Nothing in these T&C or any other communication by Kinguin should be construed otherwise.
- 12.2.** Kinguin's and the Platform's logos and related visual elements displayed on the Platform, including Kinguin.net domain name, are registered trademarks or trademarks of Kinguin, protected by national laws and international treaties. Unauthorized use, copying, modification and publication of Kinguin's trademarks is prohibited.
- 12.3.** Given the nature of the Platform, it may contain logos, names and other items that constitute trademarks (including unregistered trademarks) of the Sellers or third parties, which are subject to protection under national laws and international treaties. Unlawful use, copying, modification and publication of the Sellers' or third parties' trademarks is prohibited.
- 12.4.** All images, videos, thumbnails, covers, descriptions, social media content, mailing content, marketing and promotional campaigns, Product bundles, way of displaying Products and other materials, information and copyrightable work regarding the Products featured on the Platform, in social media content and mailing are the property of the Sellers or third parties and are subject to the relevant copyrights and industrial

property rights. With regard to videos concerning the Products presented on the Platform, [YouTube's terms of service apply](#).

- 12.5.** Unless otherwise indicated in applicable laws, these T&C, other terms of service used by the Platform or a separate agreement, when using the Platform **You are not allowed to exercise the following activities:**
- 12.5.1.** use the Platform on more than one device at a time,
 - 12.5.2.** duplicate, copy, reproduce, download, publicly display, publicly perform, republish, disseminate any information, texts, graphics, video clips, sounds, screenplays, files, software, databases, or any lists whatsoever available on or via the Platform, unless the sole purpose of the above activities is to promote Kinguin or the Products, in each case provided that Kinguin does not revoke the above consent,
 - 12.5.3.** modify, sell, distribute or resell any information, texts, graphics, video clips, sounds, screenplays, files, software, databases, or any lists whatsoever available on or via the Platform,
 - 12.5.4.** reverse engineer the Platform or its features, derive source code from the Platform, modify, adapt, translate, decompile, or disassemble it or make derivative works based on it,
 - 12.5.5.** use the Platform contrary to binding legal regulations and generally accepted social norms,
 - 12.5.6.** modify or delete the copyright and other proprietary rights notices or labels on the Platform,
 - 12.5.7.** remove, disable, circumvent, or modify any security technology included in the Platform,
 - 12.5.8.** use the Platform contrary to its designation or specification, in violation of applicable laws or these T&C,
 - 12.5.9.** violate third party intellectual property rights.
- 12.6.** In case of violation of Clause 12.5 Kinguin will apply remedial steps as per Section 13
- 12.7.** Without prejudice to personal use of trademarks, copyrights or any other intellectual property, permitted by applicable law, all rights not expressly granted to the User in these T&C are reserved and retained by Kinguin or third-party owners (Sellers, third-party publishers, service providers etc.).
- 12.8.** Kinguin asserts exclusive intellectual property rights over databases utilized or generated in connection with the Platform. Without Kinguin's explicit authorization in writing, any attempt to extract data from the Platform (either directly or indirectly, regardless of the tools used, e.g., robots, search engines, automatic or manual devices), including but not limited to scraping, web harvesting, or data mining, is strictly prohibited. Engaging in such actions constitutes a breach of the European Union and other database protection laws and may lead to legal consequences being pursued against the infringing entity(ies).

13. VIOLATION OF TERMS OF USE

- 13.1. Introduction.** In the interest of maintaining a secure, respectful, and lawful online environment, Kinguin mandates compliance with these T&C by all Users of the Platform. This Section 13 outlines the obligations and prohibited actions under these T&C and details the remedies Kinguin may employ in the event of violations.
- 13.2.** When using the Platform You are obliged to act in compliance with applicable laws, these T&C and Kinguin community standards (if announced) and with proper respect to Kinguin's and Users' personal rights, in particular right to privacy, safety, dignity and respect to the functioning and purpose of the Platform. In particular, the following actions expressly prohibited on the Platform and constitute violations of our T&C:

- 13.2.1.** Any breach of these T&C, in particular through creating more than one Account per User or violation of licensing terms specified in Section 12 or violation of Clause 5.20.
- 13.2.2.** Engaging in any of the following sales activities on the Platform:
- a. Selling Illegal or Prohibited Products.** You may not list or sell Products that are illegal, banned, or prohibited under applicable laws, including but not limited to controlled substances, illegal weapons or counterfeit goods.
 - b. Selling Illegally Acquired Products.** Any product that has been obtained through illegal means or whose sale breaches legal or contractual obligations, such as stolen goods or items acquired through fraud, must not be sold on the Platform.
 - c. Infringing on Intellectual Property Rights.** You are prohibited from selling Products that violate or infringe upon the intellectual property rights of third parties. This includes unauthorized sales of copyrighted, trademarked, or patented materials. In particular, for In-Game Goods Sellers are responsible for ensuring that they are authorized to sell a particular In-Game Good to third parties under the respective terms and conditions or licensing agreement (EULA).
 - d. Selling Defective or Nonconforming Products.** You must not list or sell Products that are defective, fail to work as advertised, or do not meet the quality and safety standards prescribed in the listing or by applicable regulations.
 - e. Engaging in Unforeseen Prohibited Activities.** You are also prohibited from engaging in any other practices that, while not explicitly mentioned here, are understood to be deceitful, unethical, or harmful to other Users, Kinguin, or the Platform. This includes exploiting loopholes in these T&C or engaging in activities that, although not currently identified, clearly contradict the spirit of fair commerce and legality as determined by Kinguin.
 - engagement in any of these prohibited activities may lead to immediate enforcement actions as outlined in this Section 13, including but not limited to Account suspension, transaction cancellation, or legal action, depending on the severity of the infraction
- 13.2.3.** Use of the Platform by Users from restricted territories as per **Appendix 2**.
- 13.2.4.** Use of the Platform by underage Users (see Clause 3.1).
- 13.2.5.** You are strictly prohibited from using Kinguin's copyrights, trademarks, logos, or any other content derived from the Platform without explicit written authorization from Kinguin. This prohibition includes all forms of reproduction, distribution, public display, or creation of derivative works based on Kinguin's intellectual property.
- 13.2.6.** Impersonation of any person, or misrepresentation of Your identity or affiliation with any person or organization.
- 13.2.7.** Any attempt to extract data from the Platform without prior authorization is forbidden. This includes engaging in activities such as scraping, web harvesting, data mining, or using bots or other automated methods to collect information from or interact with the Platform. Such actions are considered violations of Kinguin's terms and can lead to severe penalties, including legal action.
- 13.2.8.** The use of automation scripts, programs, or any software designed to disrupt server performance, interfere with the operations of the Platform, or

circumvent any security, compliance, or anti-fraud measures is strictly prohibited. This includes, but is not limited to:

- a. **Automation and Scripts.** The use of any form of automation software, scripts, or routines designed to mimic human interaction or to automate processes on the Platform without explicit authorization is prohibited. This includes the use of bots for buying, selling, or navigating the Platform, which can unfairly manipulate system operations and disadvantage other Users.
- b. **Malicious Software.** Users must not introduce or distribute any form of malicious software (malware) on the Platform. Prohibited activities include the deployment or transmission of software that is designed to harm or exploit the system, such as viruses, worms, Trojan horses, and other harmful programs that can damage, alter, or expropriate data or functionality from Kinguin or Users.
- c. **System Disruption.** Actions that disrupt or overload Kinguin's server operations through malicious attacks such as Denial of Service (DoS) or Distributed Denial of Service (DDoS) attacks are strictly forbidden. These activities compromise the reliability and integrity of the Platform and negatively affect all Users.
- d. **Security Circumvention.** Any effort to circumvent or breach security protocols, compliance measures, or anti-fraud systems on the Platform, including attempts to access areas of the Platform not intended for Users interaction, is a serious violation..

13.2.9. Users are prohibited from compromising the integrity of Kinguin's systems or networks or those of other Users. Attempts to gain unauthorized access, including:

- a. **Unauthorized Access.** Attempting to gain unauthorized access to Kinguin's systems or networks, or those of other Users, through hacking, password mining, or any other means, is expressly forbidden. This includes exploiting security gaps or using stolen credentials to access or alter Accounts without permission.
- b. **Integrity Compromise.** Actions that jeopardize the integrity, functionality, or security of Kinguin or any User's systems, such as intercepting data transmissions, deploying network monitoring software, or engaging in sniffing attacks, are violations of both legal standards and Kinguin's policies.
- c. **System Interference.** Engaging in any activity that interferes with or disrupts the services provided by Kinguin, including its servers and networks, is prohibited. This includes activities that obstruct or inhibit any other User from using the services offered by Kinguin.

13.2.10. Manipulating or circumventing the Platform's review system is prohibited. This includes practices such as purchasing reviews, creating fake Accounts to post reviews, engaging in review spamming, or submitting content that violates the principles of social coexistence. Prohibited content includes reviews that are hateful, abusive, discriminatory, harassing, threatening, sexually explicit, violent, or otherwise deemed harmful. Such actions undermine the trustworthiness and validity of the review system and will be met with strict penalties. This includes, but is not limited to:

- a. **Review Manipulation.** Users are prohibited from manipulating reviews through coercion, purchasing reviews, or creating fake Accounts intended to post biased or untruthful feedback. This behavior undermines the transparency and trustworthiness of the Platform.

- transactions found to be part of an abusive pattern may be canceled, with refunds possibly being withheld pending investigation.
- e. **Right to Appeal.** Users subjected to enforcement actions under this Clause 13.2.11 will have the right to appeal the decision. Appeals must be substantiated with credible evidence demonstrating the legitimacy of the disputed transactions. Kinguin will review appeals on a case-by-case basis and respond accordingly.
 - f. **Legal Compliance and Reporting.** All actions taken under this Clause 13.2.11 will comply with applicable laws and regulations. Kinguin reserves the right to report suspicious activities to relevant legal authorities as required by law and cooperate with any subsequent investigations.
- 13.2.12.** The use of stolen or unauthorized payment methods, including but not limited to credit cards, debit cards, and other payment credentials, to process transactions on the Platform without proper authorization is strictly prohibited. This includes any attempt to disguise or misrepresent the origin of such payment details and is considered fraudulent activity subject to legal action and severe penalties under applicable laws.
- 13.2.13.** Users must ensure that all information provided to Kinguin, whether at the time of registration, during the purchase process, or at any other point, is true, complete, accurate, and updated. Submitting false, invalid, incomplete, inaccurate, or misleading information can result in Account suspension, transaction cancellation, and further legal action, depending on the severity of the misconduct.
- 13.2.14.** Users are prohibited from hosting, providing, or facilitating matchmaking services that emulate or redirect the communication protocols used by Kinguin as part of the Platform's network features. This includes any unauthorized use of protocol emulation, tunneling, modifying, or adding components to the Platform, as well as the use of any utility program or techniques, whether currently known or developed in the future, that could interfere with or replicate the Platform's functionality. Such activities are deemed as attempts to breach the Platform's integrity and security, and are subject to strict enforcement actions.
- 13.2.15.** It is strictly prohibited to engage in or attempt to engage in any form of phishing or similar activities aimed at obtaining passwords, Account information, or other private and sensitive information from Users. This includes, but is not limited to, the unauthorized solicitation of login credentials, personal data, or security details under false pretenses. Such actions are considered serious breaches of privacy and security and will result in severe disciplinary actions including legal proceedings if necessary.
- 13.2.16.** Users must not undertake any actions that could knowingly expose the Platform, Sellers, third-party partners, or other Users to financial losses or reputational damage. This includes engaging in fraudulent activities, spreading false information, providing manifestly unfounded notices or complaints regarding the Platform, its content, Products, other Users (notices shall be considered manifestly unfounded where it is evident to a layperson, without any substantive analysis, that the notices or complaints are unfounded) or any other actions without a sound legal basis that could harm the integrity or operational continuity of the Platform. Violations of this nature will be met with stringent enforcement actions to safeguard all parties associated with the Platform.

- 13.3.** Users are required to adhere to all stipulations outlined in Clause 13.2 consistently and at all times when using the Platform or interacting with other Users in any capacity related to the Platform. Compliance ensures the integrity of the Platform's operations and the security and privacy of all Users.
- 13.4. Notifying any suspected violations.** Maintaining a safe, fair, and legal operating environment on the Platform is paramount to ensuring a positive experience for all Users. To achieve this, we rely on the vigilance and active participation of our community. This Section 13 outlines the procedures and expectations for Users and other individuals who need to report any behavior or activity that may violate legal standards, infringe on Users' rights, or otherwise compromise the integrity of the Platform. Whether You are directly involved or a witness to questionable activities, Your reports are critical in helping us uphold our community standards and take appropriate action against violations. Here, we provide detailed guidance on how to submit reports effectively, what information to include, and what steps Kinguin will take upon receiving a report. This process is designed to ensure all concerns are addressed promptly, thoroughly, and with the utmost respect for privacy and fairness:
- 13.4.1. Encouragement to Report.** Users and any other individuals are strongly encouraged to report any instances where they feel their rights or interests have been compromised, or if they observe activities that may violate applicable laws, the Platform's terms, or infringe on the rights of any party involved with the Platform. Reporting these incidents plays a critical role in maintaining the security, legality, and community standards of the Platform.
- 13.4.2. How to Report.** To report a suspected violation, please contact our Customer Support team, details of which are provided in Clause 15.1 of our Terms of Use. Our support team is trained to handle Your concerns with the utmost confidentiality and professionalism.
- 13.4.3. Information to Include in a Report.** We strongly encourage You to include the following information in any violation report.
- a. Detailed Description.** Provide a clear and detailed description of the issue or incident. Specify what happened, how it happened, and when it occurred. This narrative helps us understand the context and the nature of the problem.
 - b. Relevant Details.** Include any relevant transaction details, User information, or other identifiers that would help us locate the records or parties involved.
 - c. Evidence.** Attach or describe any available evidence that can support Your claims. This could include screenshots, correspondence, or other documentation that illustrates the problem.
 - d. Contact Information.** Provide Your contact details to ensure that our support team can reach You for any follow-up questions or to provide updates regarding Your report. Specify Your preferred method of communication.
 - e. Expected Outcome.** While not mandatory, You may include what outcome You expect or prefer. This helps align our response to your expectations, though it's important to understand that actions taken will be in accordance with applicable laws and our policies.
- 13.4.4. Follow-up and Resolution.** Upon receiving a report, the Customer Support team will:
- a. Acknowledge Receipt.** Confirm receipt of Your complaint and provide You with a reference number or other means of tracking the progress of Your case.

- b. **Initial Assessment.** Perform an initial assessment to determine the immediacy and severity of the issue.
 - c. **Investigation.** If necessary, a detailed investigation will be conducted. This process may involve gathering further information from you or other parties involved, consulting with legal or compliance experts, and reviewing all collected evidence.
 - d. **Resolution.** Once the investigation is complete, we will take appropriate action. This could range from informal resolution techniques, such as mediation between parties, to more formal actions like Account suspension or reporting to authorities.
 - e. **Communication.** Keep you informed of the progress and outcome of the investigation, respecting both transparency and privacy concerns.
- 13.4.5. Confidentiality and Protection.** All reports will be handled with strict confidentiality. The identity of the reporting individual will be protected to the maximum extent possible. We are committed to ensuring that reporting individuals do not face retaliation or adverse consequences for raising concerns in good faith.
- 13.5.** When Kinguin receives credible information suggesting a potential breach of Clause 13.2 or if Kinguin has reasonable grounds to believe that such a breach has occurred, it is imperative to address the issue promptly and effectively to maintain the integrity of the Platform and protect the interests of its Users. Kinguin will apply the following rules to determine the nature of the breach and apply the most suitable remedy, while acting in a diligent, objective and proportionate manner:
- 13.5.1. Criteria for Initiating Investigation.**
- a. **Credible Information.** This may include, but is not limited to, reports from Users, automated alerts generated by our monitoring systems or notifications from third parties or authorities. Credible information must provide sufficient detail to suggest a plausible violation of these T&C.
 - b. **Reasonable Suspicion.** Kinguin may also initiate an investigation based on observations or internal data that suggest irregular or improper use of the Platform, which potentially violates our policies.
- 13.5.2. Investigative Process:**
- a. **Initial Assessment.** Upon receiving a report or identifying a potential issue, Kinguin’s compliance team will conduct an initial assessment to determine the credibility and seriousness of the information.
 - b. **Detailed Investigation.** If the initial assessment validates the concern, a detailed investigation will be launched. This may involve gathering additional information from involved parties, reviewing transaction logs, and examining any related communication or data.
 - c. **Use of External Experts.** Depending on the complexity and nature of the breach, Kinguin may engage external legal, cybersecurity, or forensic experts to assist in the investigation.
- 13.5.3. Remedial Actions:**
- a. **Immediate Measures.** If necessary, Kinguin may take immediate measures to prevent further damage or breach. This could include temporarily suspending Users Accounts, freezing transactions or restricting access to certain Platform features.
 - b. **Long-Term Solutions.** Based on the findings of the investigation, Kinguin will determine the most suitable remedy to address the breach. This could range from issuing warnings to Users, permanent

suspension of Accounts, financial restitution or other actions as deemed appropriate.

- c. **Notification and Documentation.** All Parties involved will be notified of the investigation's outcome. The incident and its resolution will be documented thoroughly to assist in future policy enforcement and to ensure compliance with legal requirements.
- d. **Post-Investigation Review.** After the resolution of an incident, Kinguin may conduct a post-investigation review to assess the effectiveness of the response and to identify any necessary changes to policies or procedures to prevent similar breaches in the future.
- e. **Transparency and Fairness.** Throughout the investigative and remedial process, Kinguin is committed to maintaining transparency and fairness, ensuring that all actions taken are justified and proportionate to the nature of the breach.

13.5.4. Types of remedies. Kinguin intends to rely on the following remedies:

- a. **Warning** – where a breaching User is informed about the breach and requested to observe applicable rules and avoid breaching Clause 13.2 in the future. Sellers may also be requested to implement agreed remedial measures that will prevent occurrence of similar breaches in the future.
- b. **Suspension of Account** and/or associated Accounts – where the User's Account is temporary restricted, meaning that the User may access their Account, review inventory and Account details, but cannot offer Products for sale, make purchases and enter into any other interaction with the Platform aside from contacting Customer Support as per Clause 15.1. Suspension may be implemented for the period of investigation and for up to 3 months after investigation is finished (according to the level of intensity of the breach).
- c. **Suspension or cancellation of the transaction(s)** – where the User's transaction(s) is temporarily suspended, pending investigation and – if the investigation proves violation of applicable laws and regulations, in particular fraud – the transaction is cancelled.
- d. **Blocking of Account** and/or associated Accounts – where the User loses access to their Account (and/or any other Accounts they registered), meaning they will temporarily or permanently not be able to access the Account, review inventory, make purchases and interact in any other way with the Platform through the Account, based on the level of intensity of the breach. Note that the Account is not deleted, as Kinguin will store certain information related to the Account as required by applicable AML and compliance regulations and in accordance with Privacy Policy: <https://www.kinguin.net/privacy-policy-cookie-restriction-mode>.
- e. **Prohibition from opening an Account** in the future – where Kinguin will prevent the User (or any other person who violated these T&C) from opening Accounts in the future or making purchases as a Guest User.

13.6. When a breach of Clause 13.2 is determined to be a one-time incident, and its nature and severity do not pose a threat to the integrity or reputation of the Platform, nor does Kinguin reasonably believe it endangers other Users, a formal Warning will be issued as outline in Clause 13.5.4. Specifically, Warnings are appropriate in instances such as a rare or exceptional occurrence of supplying defective Products despite the Seller having implemented reasonable quality controls. This approach is intended to correct

behavior without overly punitive measures, acknowledging the isolated nature of the incident.

13.7. In instances where the nature and severity of a breach are such that a mere Warning is deemed insufficient to safeguard Kinguin and its Users' rights and interests, more stringent remedies as outlined in Clause 13.5.4 points b-e will be applied. In such cases, Kinguin will apply the following procedure:

13.7.1. Account or transaction suspension. Temporarily suspend the implicated User's Account and/or any associated Accounts, or suspend the transaction in question. Affected User will be promptly notified of the suspension, provided with the reasons and legal basis for the action and informed about the potential remedies under consideration. The User will then have 14 days to respond to this decision. During this period the User may present an explanation and any relevant evidence to contest the findings and defend their case. This right to challenge aims to ensure fairness and due process in the enforcement of these T&C.

13.7.2. Review of User Challenges. Kinguin will conduct a thorough internal review of any challenge raised by the User against an enforcement action. When the User contests an enforcement action taken by Kinguin a comprehensive internal review is initiated to ensure a fair assessment of the challenge. This process may include:

- a. Communication.** Kinguin may organize direct communications with the User, including teleconferences or videoconferences, to discuss the specifics of the case and hear the User's perspective directly. This step is crucial for understanding the context and nuances of the User's arguments.
- b. Additional Information Requests.** To thoroughly evaluate the challenge, Kinguin may request additional documentation from the User. This could include detailed explanations, relevant screenshots, detailed transaction records, and other supporting documents that can substantiate the User's claims.
- c. Third-Party Consultations.** In cases where external verification is needed, particularly concerning payment discrepancies or other technical details, Kinguin may obtain information from third-party service providers. These providers include payment processors and security services, which can provide critical data relevant to the challenge.
- d. Legal and Confidentiality Compliance.** Throughout this process, Kinguin ensures that all actions are in strict compliance with applicable laws, particularly regarding data protection and user privacy. Confidentiality obligations are rigorously maintained to protect sensitive information.

13.7.3. Final decision. Upon completing the review of a User's challenge, should Kinguin find the User's explanation satisfactory and justifiable, the temporary measures imposed will be rescinded. Following the comprehensive review, Kinguin will arrive at a decision based on the evidence and arguments presented:

- a. Acceptance of User's Challenge.** If Kinguin determines that the User's challenge is valid and substantiates a reversal of the enforcement action, the following steps will be taken: (i) immediate reactivation - the User's Account will be reactivated immediately; (ii) notification - the User will be informed about the decision and the reinstatement of their Account; (iii) transaction reinitiation - for any

transactions that were suspended, the User will be asked to reinstate payment, assuming no charges were processed during the suspension period.

- b. Rejection of User's Challenge.** If the User's challenge is deemed unsubstantiated, the enforcement action will continue and Kinguin will notify the User of the decision to uphold the enforcement action, providing detailed reasons for the rejection to ensure transparency and will also inform the User of any further rights to appeal or to seek alternative dispute resolution mechanisms available under these T&C or applicable law.

13.8. Remedial actions as specified in Clause 13.5.4 may be combined and applied in a manner deemed suitable based on the nature and severity of the incident. This flexibility ensures that the measures taken are proportionate to the breach and necessary to safeguard both Kinguin's operational integrity and the rights and interests of its Users. For example, Kinguin may temporarily suspend transactions and/or User's Accounts during an investigation and, should a violation be confirmed, Kinguin reserves the right to permanently block the offending Account or cancel the transaction.

13.9. The procedures outlined above are implemented with full respect for Consumer rights, including the right to submit complaints, lodge claims, or request alternative dispute resolution. These rights are preserved in accordance with applicable laws and the provisions of these T&C. Users seeking further information on how to exercise these rights are encouraged to refer to Sections 14 and 15, which provide detailed guidance on the complaint and dispute resolution processes. Further, the procedure laid out in this Section 13 will not be applied in case of deceptive high-volume commercial content, such as SPAM, bots etc., where Kinguin cannot reasonably be expected to follow the procedure in case of blatant and obvious violations of these T&C or applicable laws.

13.10. Kinguin is committed to full legal compliance and cooperation with law enforcement and other public authorities. This commitment extends to all investigations related to Users' activities on the Platform, whether they are administrative, tax-related, criminal, or civil. Kinguin will comply with all legal obligations, which may include disclosing Users' details and transaction data when legally required. Additionally, Kinguin may suspend transactions at the request of public authorities, provided such requests are backed by a legally binding decision. This cooperation ensures that Kinguin adheres to the highest standards of legal accountability and integrity in its operations.

13.11. INDEMNITY:

13.11.1. CONSUMERS HAVING THEIR PLACE OF RESIDENCE IN THE EUROPEAN UNION, CANADA, UNITED KINGDOM: IF YOU COMMIT A BREACH AS SPECIFIED IN CLAUSE 13.2 WE MAY SEEK COMPENSATION SUBJECT TO APPLICABLE LAWS OF YOUR JURISDICTION. IF YOUR BREACH CAUSES THIRD PARTIES TO RAISE CLAIMS AGAINST KINGUIN WE MAY SEEK RECOURSE CLAIMS AGAINST YOU.

13.11.2. ALL OTHER USERS: To the fullest extent allowed by applicable law, You shall release, defend, indemnify and hold harmless Kinguin, its partners, affiliates, licensors, contractors, officers, directors, shareholders, employees and agents against any costs (including attorney fees and court costs on an indemnity basis), fines, penalties, damages, and liabilities, arising from, alleged to arise from, or in any way associated with any of the following:

- a.** Your breach as specified by Clause 13.2;
- b.** defect in Product(s) sold by the Seller;

- c. any claim made by any Buyer or third party on the basis of sale of Seller's Products on the Platform;
- d. any negligence or fault of whatever nature of the Merchant or its affiliates, and any director, officer, employee, contractor, or agent in relation to using the Platform.

13.12. Kinguin ensures that notices submitted by trusted flaggers acting within their designated area of expertise through the mechanisms referred to in Article 16 of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC, are given priority and are processed and decided upon without undue delay. In this regard, trusted flaggers are advised to submit all their notices to Kinguin via the email address: dsa@kinguin.net.

14. ONLINE DISPUTE RESOLUTION

14.1. This Section 14 applies to purchase transactions made by the Buyers other than Merchants. Rules on resolution of disputes between Merchants or Merchant and Kinguin shall be regulated in separate terms or individual agreements.

14.2. Considering that Kinguin operates a global marketplace allowing Users from all over the world to access the Platform and make transactions, Kinguin faces unique security and compliance needs given the intangible nature of its offerings, its expansive reach across borders and the rapid evolution of digital content regulations. Therefore, we pay particularly close attention to protect our Users against online abuse, harassment, frauds, threats, social engineering, identity thefts, SPAM etc. As such we do not share Buyer's data with the Sellers and vice versa (incl. personal data, registry data, contact details), aside from general information regarding Sellers as shown in the Platform's interface (e.g., brand name, logo, rating). However, to ensure observance of applicable laws and rights, in particular to allow Buyers to request refunds, submit complaints and raise claims, we commit to assist Buyers in resolving any issues and disputes regarding Products through a dedicated Resolution Center. If You consider this insufficient please contact Customer Support as per Clause 15.1 and we will find a mutually acceptable solution.

14.3. In case of any issues with Your purchased Product (e.g., You are unable to redeem the Product at External Platform), You may submit a dispute for determination via a Resolution Center via Your Account dashboard.

14.4. Once You open a dispute in a Resolution Center we will contact You directly with a Seller via a dedicated dashboard, where You will be asked to explain the issues with the Product. The Seller may ask You to submit evidence supporting Your claim, including evidence (e.g., screenshots, emails, videos, activation dates, purchase history) showing that a Product cannot be redeemed at External Platform. Our Customer Support Team will be able to review the chat at any time to ensure fairness of the resolution process.

14.5. You and the Seller may agree on a mutually acceptable solution, e.g., the Seller may grant You a refund or issue a replacement Product. If You reach an agreement the dispute will be closed.

14.6. If You are unable to reach an agreement with the Seller, You may escalate the dispute to Kinguin. In that case a member of Kinguin's Customer Support Team will investigate the case, analyze Your discussion with the Seller and the evidence submitted and – if necessary – request additional information and evidence; Kinguin may also carry out own checks of the Product in question at External Platforms, to the extent technically possible (note that in some cases Kinguin will be unable to independently check whether a Product may be used for redemption at External Platforms due to lack of necessary access data). Once the investigation is completed, Kinguin will issue a Determination,

which resolves and ends the dispute in the Resolution Center; User retains a right to seek claim before state courts as per Clause 14.9

- 14.7.** As part of a Determination Kinguin may reject or accept Buyer's claim. In such cases:
- 14.7.1.** Where Kinguin determines without doubts that the Buyer's claim is correct, it may offer replacement of the Product or order the Seller to refund the Buyer. In such a case, Kinguin will process refund on behalf of the Seller. The Seller may offer a Product's replacement instead of a refund, subject to the Buyer's consent.
 - 14.7.2.** Where Kinguin determines without doubts that the Buyer's claim is incorrect, it may reject the Buyer's claim and explain the reasons for this Determination when communicating it.
 - 14.7.3.** Where Kinguin determines that an investigation does not lead to unequivocal conclusions (e.g., due to inconclusive evidence), Kinguin may reject the claim or propose an alternative solution subject to Parties' mutual consent, e.g., a compromise whereby a Buyer will receive a discount code or other form of compensation.
- 14.8.** In most cases Kinguin may share collected evidence to justify the Determination. However, Kinguin will not disclose evidence if that would breach applicable laws and Kinguin's obligations related to confidentiality of proprietary information, trade secrets, know-how of Kinguin or third parties (e.g., Seller's, External Platforms).
- 14.9.** If a User disagrees with the Determination they may file a complaint in accordance with Clause 15.1 or pursue a claim against the other party of the transaction before state courts subject to statutory rules.
- 14.10.** Additionally, all Consumers with a place of residence in the European Union, Norway, Iceland or Liechtenstein are entitled to an online dispute resolution mechanism – for more information see the ODR platform of the European Commission: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>. For information on available consumer rights and alternative dispute resolution (ADR) mechanisms see Your Europe portal: <https://europa.eu/youreurope>

15. COMPLAINTS

- 15.1.** Users are encouraged to submit all complaints, questions, suggestions through Kinguin's Customer Support Portal: <https://support.kinguin.net/hc/en-us>. Users may also contact us via email at: help@kinguin.net. If You are a Merchant You may also contact Your Kinguin's account manager.
- 15.2.** It is recommended that complaints list all relevant details (e.g., the Users' login, description of a problem, preferred contact method, preferred solution) and – if possible – screenshots showing the context of the issues to be resolved, as this may expedite the handling of a complaint. If any further information is needed from the User in order for Kinguin to respond to the complaint, Kinguin will request such missing information from the User.
- 15.3.** Complaints will be handled through Kinguin's internal complaint-handling system, by Kinguin's qualified customer support staff, in a timely, non-discriminatory, diligent and non-arbitrary manner. For all Consumers, Kinguin will respond to the complaint at the latest within 14 days from its receipt or, in case of the need to receive additional information from the User as per Clause 15.2, within 14 days from the receipt of such additional information; for other Users Kinguin will respond without undue delay. Where Kinguin considers complaint to be correct, it will take appropriate measures to resolve the situation, including to cure any potential breach of Users' rights and interests by reversing earlier decision affecting the User or exercise remedies specified in Section 13 towards violating User.

15.4. Kinguin will inform the User of its decision in relation to the complaint, by offering statement of reasons, factual and legal circumstances that the decision is based on and the possibility of redress via out-of-court dispute settlement as specified in Clause 14.10.

16. LIABILITY AND INDEMNITY

16.1. If You are a Consumer with a place of residence in the European Union, United Kingdom or Canada:

16.1.1. Kinguin's obligations: Kinguin shall take reasonable care to ensure proper functioning of the Platform and shall be liable for proper performance of these T&C subject to applicable laws of Your place of residence.

16.1.2. Seller's obligations: Sellers are liable for delivery of Products and their conformity (in particular that Products may be used to access External Content) subject to applicable laws of Your place of residence. Complaints regarding External Content should be referred to External Platforms where the External Content is accessed.

16.1.3. Pricing: Kinguin does not guarantee that the Products' prices available on the Platform will be the lowest on the market.

16.1.4. Kinguin makes no representations or warranty of any kind with respect to External Content accessible at External Platforms (to the fullest extent permitted by law and without affecting Consumers' statutory warranties regarding conformity of goods or services).

16.1.5. Nothing in these T&C or other communication by Kinguin shall constitute or be interpreted as Kinguin's undertaking any additional liability (in addition to what arises from statutory mandatory provisions) for circumstances beyond Kinguin's control or out of scope of Kinguin's obligations regarding operating of the Platform and taking into consideration its nature as specified in these T&C and in particular in Clauses 2.2-2.3 and 2.7-2.12. In particular, Kinguin does not undertake to guarantee proper performance of contracts by the Sellers, conformity of External Content or performance of services by External Platforms.

16.1.6. Invitation to contact in case of doubts: Considering substantial discrepancies between applicable mandatory laws (incl. consumer laws) across jurisdictions and Kinguin's global reach as the most open digital platform, any issue, complaint or dispute should be evaluated on a case by case basis taking into account all applicable circumstances and current state of laws in Your place of residence. Please note that mandatory laws in Your place of residence will take precedence over these T&C and Kinguin does not intend to exclude, limit or circumvent such laws. Therefore, if You have any doubts, concerns or questions regarding Your rights and obligations towards Kinguin or Sellers in a given case, we encourage You to contact us as per Clause 15.1; we will do our best to inform You about Your rights and obligations, make effort to resolve disputes in an amicable way, assist You in Your dealings with Sellers or refer You to relevant consumer ombudsman or other consumer protection institution if needed.

16.2. If You are a User (including Consumer or a Merchant) with a place of residence or business registration in other jurisdictions:

16.2.1. Consumers: The foregoing Clauses 16.2.1-16.2.10 apply the fullest extent permitted by applicable laws. Considering substantial discrepancies in such laws across jurisdictions, any issue, complaint or dispute should be evaluated on a case by case basis and taking into account current state of applicable laws. Please note that mandatory laws in Your place of residence may take precedence over these T&C and Kinguin does not intend to

exclude or limit such laws where not permitted. Therefore, **if You have any doubts, concerns or questions regarding Your rights and obligations towards Kinguin or Sellers we encourage You to contact us as per Clause 15.1**; we will do our best to properly inform You about Your rights and obligations in a given case, try to resolve any dispute on a mutual basis, refer You to proper consumer protection authorities if needed or offer any other kind of assistance we can.

- 16.2.2.** TO THE FULLEST EXTENT PERMITTED BY LAW ALL KINGUIN SERVICES PROVIDED UNDER THESE T&C ARE MADE AVAILABLE ON AN AS IS, IF AVAILABLE, AND WITH ALL DEFECTS BASIS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING IN PARTICULAR THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ENJOYMENT.
- 16.2.3.** TO THE FULLEST EXTENT PERMITTED BY LAW, KINGUIN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS IT SELLS AND THE INFORMATION IT PROVIDES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
- 16.2.4.** KINGUIN DOES NOT GUARANTEE THAT THE PRODUCTS' PRICES AVAILABLE ON THE PLATFORM WILL BE THE BEST OR THE LOWEST ON THE MARKET.
- 16.2.5.** KINGUIN DOES NOT PROVIDE ANY WARRANTY OF TITLE, NON-INTERFERENCE WITH THE USERS' ENJOYMENT AND MAKES NO WARRANTY WITH REGARD TO CONTENT AND TYPE OF SERVICES OR INFORMATION AVAILABLE ON THE PLATFORM.
- 16.2.6.** Kinguin expressly disclaims any common law duties with regard to Platform, including duties of lack of negligence and lack of workmanlike effort.
- 16.2.7.** Kinguin does not warrant that the Platform will meet the Users' requirements or expectations, including that the operation of the Platform will be uninterrupted or free from error, damage, loss, interference, hacking or viruses, or that the Platform will be compatible or work with any hardware or software. Kinguin makes no representations or warranties of any kind with respect to any third-party Products or services offered on the Platform.
- 16.2.8.** For avoidance of doubt, Kinguin does not assume any liability for circumstances beyond its control and out of scope of Kinguin's obligations regarding provision of the Platform and its character as specified in these T&C and in particular in Clauses 2.2-2.3 and 2.7-2.12. In particular, Kinguin does not assume any liability and makes no warranty, commitment, guarantee or representation regarding performance of a transaction between Buyers and Sellers, conformity of the Products, conformity of the External Content or performance of External Platforms, malfunction of the User's system or device for reasons not attributable to Kinguin etc. YOU AGREE THAT KINGUIN SHALL NOT BE HELD LIABLE FOR ANY UNAVAILABILITY, DELAY OR DEFICIENCY OF THE PLATFORM OR DELIVERY OF PRODUCTS PURCHASED THROUGH THE PLATFORM THAT RESULTS, WHETHER DIRECTLY OR INDIRECTLY, FROM EVENTS THAT COULD NOT REASONABLY HAVE BEEN ANTICIPATED OR CONTROLLED BY KINGUIN. SUCH EVENTS INCLUDE BUT ARE NOT LIMITED TO, ACTS OF GOD, FLOODS, EARTHQUAKES, STORMS, FIRES, EXPLOSIONS, LIGHTNING STRIKES, POWER FAILURES, DISEASES, EPIDEMICS, PANDEMICS, FAILURE OF

TELECOMMUNICATION OR INTERNET SERVICES, ACTS OF GOVERNMENT, AND ORDERS OF ANY COURT OR AUTHORITY OF COMPETENT JURISDICTION.

- 16.2.9.** Kinguin shall not be held liable for any loss or damages of any kind, delays, interruptions, or errors caused directly or indirectly by force majeure (for example, depending on the circumstances and the applicable law this may include User's computer hardware malfunctions, telecommunications issues, blackouts, strikes, war, terrorism). Kinguin does not assume liability for circumstances beyond its control, such as changes in law, government or regulatory actions, court or tribunal orders, or negligence by third parties not related to Kinguin, hacking.
- 16.2.10.** KINGUIN MAY NOT BE HELD LIABLE, EITHER DIRECTLY OR INDIRECTLY, UNDER ANY GROUNDS OR LEGAL THEORY (INCLUDING CONTRACT AND TORT CLAIMS) WHATSOEVER, FOR:
- a.** ANY LOST PROFIT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES.
 - b.** Any damage arising from an interruption of the Platform's availability or faulty functioning of the Platform and any part of its systems or features, including any malfunction, hacking, unsuitability, irrespective of the cause.
 - c.** Any action, failure or omission of third parties, including third-party service providers Kinguin uses to operate the Platform (e.g., delays in email delivery, unavailability of social media platforms, payment partner issues).
 - d.** Losses incurred through the use of fraudulently acquired payment data, private keys, passwords or other contractual data (e.g., "phishing" of credit card data, identity theft, etc.)
 - e.** Third parties gaining access to User's Account due to User's own actions or failures (i.e., reusing leaked password).
 - f.** Any loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses.
- 16.2.11.** The limitations and exclusions of liability under these T&C, in particular specified in Clauses 16.2.1-16.2.10 above apply to the fullest extent permitted by law and will be effective regardless of a User giving notice to Kinguin that such damage may occur. The limitations and exclusions do not apply to any damage caused by Kinguin acting deliberately (with intent to breach and cause damage), gross negligence or where Kinguin is liable under a guarantee or product liability statutory law – provided that and to the extent that applicable law prohibits exclusion or limitation of liability in such cases.

17. CHANGES TO THE PLATFORM & CHANGES TO THE T&C

- 17.1.** These T&C shall come into effect on the date of their announcement and remain valid and binding until changed or terminated in accordance and subject to mandatory laws and provisions of these T&C. In case amendments to these T&C are introduced where Consumers' consent is required under applicable laws, the entry into force may vary depending on when the consent has been granted by each Consumer.
- 17.2. If You are Consumer:** These T&C may be amended by Kinguin upon a minimum 15-day notice (to be sent via email to User's email address assigned to their Account) or shorter if that is required by applicable laws or a final and binding decision of a court or a state authority, in either of the following cases:

- 17.2.1. If and to the extent that such a change is necessary to ensure compliance with laws governing the Platform or Kinguin, or:
 - 17.2.2. If and to the extent that such a change is necessary to ensure safety and prevent abuses on the Platform, or:
 - 17.2.3. If such an amendment does not negatively affect Users' already acquired rights and obligations with respect to agreements concluded with Kinguin, pending reservations for Products, pending transactions or transactions already made.
- 17.3. If You are a Merchant:** These T&C may be amended by Kinguin upon a 15-day notice or shorter if necessary under the circumstances, if: the change is required by applicable laws or a final and binding decision of a court or a state authority, if Kinguin reasonably believes that such a change is needed to ensure compliance with applicable laws, to protect Kinguin's rights and interests, to protect Platform's Users' rights and interests, in case of changes to Kinguin's business or marketing strategy, in particular in case of introduction of new features, mechanisms, options, promotions, services as well as changes to pricing in, balance settlement, currency rates, introduction of new fees, taxes, adoption of new compliance rules (including changes to AML, KYC processes), in case of changes necessary to adapt to payment institutions requirements, Consumer and ecommerce laws (including those in force before the Account has been registered).
- 17.4.** In the notice announcing changes to these T&C Kinguin shall indicate the basis for the change and its scope. Users who do not accept the changes may terminate the contract and close their Account at any time before and after the changes to these T&C take effect.
- 17.5.** As a digital marketplace, the Platform relies on a dynamically variable offer of Products, offered for sale by different and ever-changing Sellers. Consequently, the following elements may change at any time, based on the current offer of the Sellers, third-party partners (e.g., payment partners) and industry standards, without changes to these T&C and without affecting Consumers' already acquired rights with respect to pending transactions or transactions already made:
- 17.5.1. Sellers may add new Products and remove Products.
 - 17.5.2. Kinguin may change categories of Products, including by introducing new categories, removing old categories or changing existing categories (e.g., by changing labels, adding filters, tags), as well as introduce new means of Product discovery (e.g., new ways of sorting Products, AI tools, recommendations).
 - 17.5.3. Kinguin may change ways of promoting Sellers' offers, including by introducing new promotion features, new sorting measures, filters, AI tools etc., canceling old promotion features or amending them.
 - 17.5.4. Kinguin may change the Service Fee (but in all cases the applicable amount of the Service Fee will be shown prior to purchase at checkout). Applicable taxes may be changed by authorized authorities.
 - 17.5.5. Payment partners may restrict payment methods available or introduce new ones. Additional payment restrictions or requirements may be introduced (e.g., additional verification methods), but in all such cases applicable payment terms will be displayed to Users before purchase.
 - 17.5.6. Kinguin may cancel, suspend or change current features of the Platform or introduce new features (e.g., changes to the Platform's interface), in order to improve UX (user experience), improve security and compliance reasons, offer new ways of interacting with the Platform, introduce new Products, services or features or properly inform Users about current and future Products, features and services offered by Kinguin, Sellers or other contracting parties.

17.6. Changes specified in Clause 17.4 may be introduced without any prior notice provided they are without prejudice to Consumer's acquired rights and obligations in respect to agreements concluded with Kinguin, pending reservations for Products, pending transactions or transactions already made (e.g., changes to Service Fee shall not apply to transactions already made or pending reservations).

18. FINAL PROVISIONS

18.1. Unless applicable law requires Kinguin to communicate in writing, all communication with the Users shall be made via emails or Customer Support Portal as per Clause 15.1. All invoices or receipts required under applicable laws shall be issued in electronic form.

18.2. Kinguin and each User are independent contracting partners and nothing in these T&C is or shall be construed as leading to an establishment of any agency, partnership, joint venture, employment or franchise between them.

18.3. If any provision of these T&C turns out to be invalid or unenforceable, such a provision shall not be binding and the remaining provisions will continue to be valid and enforceable.

18.4. Governing law and dispute resolution clause:

18.4.1. **If You are a Consumer having a habitual place of residence in the European Union, United Kingdom or Canada:** these T&C shall be governed by the laws of Your place of residence. All disputes arising out of or in relation to these T&C shall be finally resolved by the courts of Your place of residence.

18.4.2. **If You have a habitual place of residence in the United States of America:** please see **Appendix 4** for dispute resolution rules and governing law.

18.4.3. **For all other Users:** these T&C shall be governed by the laws of Hong Kong and any dispute, controversy, difference or claim arising out of or relating to these T&C, including the existence, validity, interpretation, performance, breach or termination of an agreement, use of the Platform, any dispute regarding non-contractual obligations arising out of or relating to the use of the Platform and these T&C shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted; the seat of arbitration shall be Hong Kong, the number of arbitrators shall be one; the arbitration proceedings shall be conducted in English. However, **if You are a Consumer, the foregoing will be without prejudice to mandatory consumer laws based on Your place of residence**, provided that such laws cannot be contractually derogated from by virtue of the law. In such a case, please note that Kinguin does not intend to exclude mandatory Consumer protection laws based on the laws of Your place of residence and in each case these laws should be taken into account when evaluating Consumer's rights in relation to any dispute; therefore if You have any questions or doubts regarding Your rights and obligations under applicable law please contact us directly as per Clause 15.1.

18.5. These T&C have been drafted in English language as the main language version; the T&C have then been translated by professionals into local languages where Kinguin's Users have their habitual place of residence. However, considering Kinguin's global reach and internationalization of transactions via the Platform (in particular that Sellers from all over the world may execute sale transactions with Buyers all over the world), in the event of any inconsistency between the English version of these T&C and such other "local" language versions, the English version shall prevail and remain binding. In

case of any doubts regarding Your rights and obligations based on these T&C, You are encouraged to contact Customer Support as per Clause 15.1.

Appendix 1 Supplementary terms of services

For Kinguin's **UP! Affiliate Programme** Terms of Service click here:
<https://www.kinguin.net/kinguin-up-terms>

For Kinguin's **Marketing Campaigns** Terms of Service click here:
https://static.kinguin.net/cms/Kinguin_net_Marketing_Campaigns_Terms_and_Conditions_5f8ea7e76e/Kinguin_net_Marketing_Campaigns_Terms_and_Conditions_5f8ea7e76e.pdf

For Kinguin's **Inactive Account Policy** click here:
https://static.kinguin.net/cms/Inactive_Accounts_Policy_575ed6185c/Inactive_Accounts_Policy_575ed6185c.pdf .

Appendix 2 Restricted territories

In order to maintain legal integrity of the Platform and ensure that all operations are conducted within the bounds of international laws and regulations Kinguin does not engage in business activities with Users having their place of residence or the settlement's payment account in countries and regions outlined in the following sanctions lists:

UN Sanctions: <https://www.un.org/securitycouncil/sanctions/information>

EU Sanctions: <https://data.europa.eu/apps/eusanctionstracker/>

OFAC Sanctions: <https://sanctionslist.ofac.treas.gov/Home/SdnList>

In addition, see **FATF List** of jurisdictions under increased monitoring or considered high-risk due to strategic deficiencies in their AML/CFT regimes:

<https://www.fatf-gafi.org/en/publications/High-risk-and-other-monitored-jurisdictions/Call-for-action-february-2024.html>

<https://www.fatf-gafi.org/en/publications/High-risk-and-other-monitored-jurisdictions/Increased-monitoring-february-2024.html>

NOTE THAT THE LIST OF SANCTIONED COUNTRIES IS DEPENDENT ON STATE AND INTERNATIONAL AUTHORITIES AND IS SUBJECT TO CHANGE.

Appendix 3 Consumer Statutory Withdrawal Notice

.....

Date, location

.....

.....

.....

Name and Surname of consumer

Address/e-mail address

Kinguin Digital Limited,

5/F Chung Nam Building, 1 Lockhart Road,
Wan Chai, Hong Kong, Hong Kong, email:
help@kinguin.net

Withdrawal notice

I hereby give notice that I withdraw from my contract of sale of the following digital goods:
..... ordered/received (*delete as appropriate*) on,
order ID:

.....

Signature of consumer

(only if this form is notified on paper)

Appendix 4 Kinguin Arbitration and Governing Law for Users based in the United States of America

1. DISPUTE RESOLUTION: MANDATORY BINDING INDIVIDUAL ARBITRATION AND CLASS AND COLLECTIVE ACTION WAIVER.

IMPORTANT: THIS SECTION 1 LIMITS CERTAIN LEGAL RIGHTS AND INCLUDES A WAIVER TO THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, AND THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE ACTION, AND LIMITS YOUR ABILITY TO OBTAIN CERTAIN REMEDIES AND FORMS OF RELIEF. PLEASE REVIEW CAREFULLY.

- a)** In the unlikely event that a disagreement arises between You and Kinguin, prior to initiating any arbitration or lawsuit, You must first contact Kinguin at legal@kinguin.net so that we may work in good faith to find a mutually agreeable solution. If the issue cannot be resolved between You and Kinguin within sixty (60) days of a written notice, You and Kinguin agree, as permitted by applicable law, to resolve any claim or controversy at law or equity arising out of, relating to, or connected in any way with the Platform or these T&C (collectively, "Dispute") through binding INDIVIDUAL ARBITRATION, or as Kinguin and You otherwise agree in writing. You agree that the term "Dispute" in these Terms will have the broadest meaning possible. These T&C also cover any Dispute between You and any officer, director, board member, agent, employee, affiliate of Kinguin, or third-party of Kinguin could be liable, directly or indirectly, for such Dispute. If the parties have more than one Dispute between them, You and Kinguin agree to assert all such Disputes in a single arbitration so they may be resolved at the same time, or they will be deemed waived. This Section 1 of Appendix 4 shall survive termination of these T&C.
- b)** CLASS AND COLLECTIVE ACTION WAIVER: You and Kinguin explicitly agree to the fullest extent allowable and enforceable under applicable law that the arbitrator must decide any Dispute on an individual basis. NO DISPUTE SHALL BE ARBITRATED ON A CLASS, REPRESENTATIVE OR CONSOLIDATED BASIS. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated absent the express written consent of Kinguin. The arbitrator may only award relief (including injunctive relief, if available) on an individual basis. Notwithstanding any other clause contained in these T&C, any challenge to the validity of this Appendix 4 Section 1 must be determined by a court of competent jurisdiction and not by an arbitrator. If, for any reason, this Appendix 4 Section 1 is held to be unconscionable or unenforceable, then the entirety of this Appendix 4 Section 1 shall not apply and the Dispute must be brought exclusively in a state or federal court in New York. Accordingly, You and Kinguin consent to the exclusive personal jurisdiction and venue of such courts for such matters. Moreover, any state or federal court action shall be tried to a judge and not a jury.
- c)** Arbitration Procedure:

- i. As stated above, we require You to first contact us directly to seek a resolution. If we cannot resolve a Dispute within sixty (60) days, then, to the fullest extent permitted by applicable law, Disputes shall be resolved solely by a single, neutral arbitrator of the Judicial Arbitration and Mediation Services Inc. (“**JAMS**”) using JAMS’ Streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of Kinguin consent to in writing. If an in-person arbitration hearing is required, then it will be conducted in the “metropolitan statistical area” (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. You and we will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require us to pay a greater portion or all of such fees and costs in order for this Appendix 4 Section 1(c)(i) to be enforceable, then we will have the right to elect to pay the fees and costs and proceed to arbitration. The arbitrator will: (a) apply applicable law and the provisions of these T&C; (b) determine any Dispute according to applicable law and facts in the record and no other basis; and (c) issue a reasoned award. In any arbitration arising out of or related to these T&C, the arbitrator(s) **may not award any incidental, indirect, or consequential damages, including damages for lost profits.**
- ii. You are responsible for paying Your portion of the fees set forth in the JAMS fee schedule. Kinguin will pay all remaining JAMS fees. If Your claim against Kinguin is for less than \$1,000, and You succeed on the merits, we will pay all fees. If You believe you cannot afford the JAMS fee, You may apply to JAMS for a fee waiver.
- iii. WITH ARBITRATION: (A) THERE IS NO JUDGE OR JURY; (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES; AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. The arbitrator’s award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Any Dispute shall otherwise be governed by the internal laws of the State of New York without regard to New York choice of law principles, except that the provisions of these Terms concerning arbitration shall be governed by the Federal Arbitration Act.
- iv. Certain portions of this Section 1 are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act (an “**Agreement**”) and JAMS’ Streamlined Arbitration Rules. You and Kinguin agree that we intend that this Section 1 satisfies the “writing” requirement of the Federal Arbitration Act.
- v. In the event that JAMS is unavailable or unwilling to hear the Dispute, You and Kinguin shall agree to, or a court shall select, another arbitration provider.
- vi. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU WANT TO ASSERT A DISPUTE AGAINST KINGUIN, THEN YOU MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES – OR IT WILL BE FOREVER BARRED.

GOVERNING LAW.

2. **THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICT OF LAW RULES, AS WELL AS THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW, GOVERN THESE TERMS AND ANY DISPUTE THAT MIGHT ARISE BETWEEN YOU AND KINGUIN THAT PERTAINS TO THE PLATFORM OR THESE T&C. THE UNITED NATIONS CONVENTION FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THESE T&C.**