

# TERMS OF SERVICE

## 1. PREAMBLE, CORPORATE CAPACITY AND PUBLIC CHARACTER

### 1.1. Identification of the Company.

1.1.1. These Terms of Service (hereinafter – the “Terms” or the “ToS”) are issued by SellMMO Group FZ LLE (14608/2019), a legal entity duly incorporated and licensed in the Fujairah Creative City Free Zone, United Arab Emirates, having its registered office at Office 1309, 13th Floor, Creative Tower, Fujairah, United Arab Emirates, PO Box 4422 (hereinafter – the “Company”, “we”, “us” or “our”).

1.1.2. The Company operates, administers and maintains a set of online environments, including but not limited to public-facing storefronts, influencer/white-label storefronts, embedded buyer journeys and related integrations, which together constitute the online platform (the “Platform”).

1.1.3. For the avoidance of doubt, the Company acts solely in the capacity of a technical aggregator and escrow facilitator enabling transactions between independent trading parties. The Company does not act, and shall not be construed as acting, as seller of record, vendor, publisher of game titles, or creator/issuer of in-game valuables or other digital deliverables that may be displayed or routed through the Platform.

### 1.2. Purpose and Normative Function of the Terms of Service.

1.2.1. The primary purpose of these Terms is to constitute the apex public instrument governing (i) access to, and use of, the Platform in any form, and (ii) the legal relationship between the Company and any person who visits, browses, registers on, or effects a purchase through, the Platform (each a “User”).

1.2.2. These Terms incorporate by reference, and give binding contractual effect to, all public buyer-facing and compliance-facing policies issued and published by the Company in its capacity as operator and administrator of the Platform, as each may be amended, restated or replaced from time to time, including, without limitation:

- (a) the Refund, Dispute and Buyer Protection Policy;
- (b) the Delivery and Fulfilment Policy;
- (c) the Return and Warranty Policy;
- (d) the Prohibited Items and Restricted Activities Policy;
- (e) the Anti-Money Laundering and Counter-Terrorist Financing Statement;
- (f) the Sanctions and Fraud Compliance Statement; and
- (g) the Privacy and Cookie Policy (including any Cookie Notice).

For the avoidance of doubt, such policies form part of these Terms and shall be applied mutatis mutandis together with them; however, in case of any procedural or forum-related inconsistency between such a policy and Section 19 of these Terms, Section 19 shall prevail, save where non-waivable consumer law requires otherwise.

1.2.3. In the event of any inconsistency between these Terms and explanatory materials shown in the Platform interface (including banners, tooltips, in-line notices or game-specific FAQs), these Terms and the above-named policies shall prevail.

1.2.4. It is the intention of the Company that these Terms shall operate as the central contractual source from which the more specific provisions of the above-named policies (in particular, provisions on delivery, refunds, disputes, warranties, sanctions, data protection and user conduct) derive their binding force vis-à-vis Users.

### **1.3. Public and Binding Effect; Personal Scope.**

1.3.1. These Terms are of a public and generally binding character and apply to all categories of Users, including but not limited to:

- (a) natural-person buyers acquiring in-game valuables and other digital deliverables as defined and described in the Delivery and Fulfilment Policy, the Return and Warranty Policy and the Prohibited Items and Restricted Activities Policy (collectively, “Buyer(s)”);
- (b) influencers, affiliates or other partners using white-label storefronts operated by or through the Company;
- (c) sellers or service providers routed to the Platform from external peer-to-peer or marketplace environments, to the extent the transaction is executed through the Company’s escrow workflow; and
- (d) unregistered visitors to the Platform, to the extent permitted by law.

1.3.2. By accessing, browsing or otherwise using the Platform, or by placing an order through any storefront operated or administered by the Company, the User irrevocably accepts these Terms and the above-named policies.

1.3.3. Where a User accesses the Platform on behalf of a minor or on behalf of a legal entity, such User represents and warrants that it has full authority to bind the respective principal; provided always that the eligibility and 18+ requirements set out in the section “Scope of Application, Territorial Reach and Eligibility” shall additionally apply.

1.3.4. No contradictory or alternative terms issued by a User shall apply, even if the Company does not expressly reject them.

### **1.4. Statement of Role and Non-Publisher Disclaimer.**

1.4.1. The Company operates a technology-driven escrow-based marketplace workflow which synchronises with, or is capable of routing orders to, external peer-to-peer marketplaces and/or independent sellers.

1.4.2. The Company does not create, mint, own or publish any game-related digital content; does not act as a game publisher or game operator; and provides no assurances as to the continuity, availability or enforcement practices of any third-party game publisher or platform.

1.4.3. The Company’s role is limited to (i) provisioning of the transactional environment; (ii) receipt, conditional holding and release of funds under an escrow-like arrangement as further specified in the Refund, Dispute and Buyer Protection Policy; and (iii) performance of compliance, risk-screening and sanctions-screening functions as further specified in the Anti-Money Laundering and Counter-Terrorist Financing Statement and the Sanctions and Fraud Compliance Statement.

1.4.4. For the avoidance of doubt, delivery logic, acceptance windows and proof-of-fulfilment requirements exposed to Buyers in the buyer interface are aligned with and subordinate to the Delivery and Fulfilment Policy and the Refund, Dispute and Buyer Protection Policy.

1.4.5. Any bans, rollbacks, wipes or similar enforcement actions undertaken by a third-party game publisher or platform operator in respect of an item, account or in-game currency delivered through the Platform shall, unless expressly provided otherwise in the Return and Warranty Policy or another applicable public policy, remain outside the Company's responsibility.

## **1.5. Relationship to Applicable Law.**

1.5.1. These Terms, and any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with the laws and regulations applicable within the Fujairah Creative City Free Zone, United Arab Emirates, without prejudice to mandatory consumer-protection rules of the User's habitual residence.

1.5.2. Where the User is resident in a Member State of the European Union or the European Economic Area, or in the United Kingdom, any mandatory provisions of that jurisdiction's consumer-protection law (including, where applicable, rules on the supply of digital content and digital services) shall prevail over any conflicting non-mandatory provision of these Terms. In such case, the relevant remedies shall be exercised through, and in accordance with, the procedures laid down in the Refund, Dispute and Buyer Protection Policy, the Delivery and Fulfilment Policy and the Return and Warranty Policy.

1.5.3. Nothing in these Terms shall be construed as excluding or limiting any rights which cannot be excluded or limited under such mandatory laws.

1.5.4. To the maximum extent permitted by the aforementioned laws, the parties agree that the substantive rules of the Fujairah Creative City Free Zone shall supply the primary legal framework for the Platform.

## **1.6. Clarification on Digital-Only, In-Game Currency Nature of the Service.**

1.6.1. The Platform is designed and operated exclusively for the facilitation of access to, ordering of and delivery coordination for In-Game Valuables (In-Game Assets) as defined in the Company's public policies, including the Delivery and Fulfilment Policy, the Return and Warranty Policy and the Prohibited Items and Restricted Activities Policy.

1.6.2. For the purposes of these Terms, "In-Game Valuables" shall mean solely fungible in-game currencies and resources (including, without limitation, coins, gold, crystals, credits and analogous balance units) that exist exclusively within the runtime environment, servers, codebase or ecosystem of a multiplayer game or publisher platform and that confer consumable or accumulative value, effects or privileges strictly within such publisher environment, all as further described in the Company's public policies.

1.6.3. For the avoidance of doubt, In-Game Valuables do not include: (i) game or service accounts; (ii) characters; (iii) equipment, gear or items; (iv) cosmetic or skin-type items; (v) access keys or licences; (vi) ancillary or boosting services; (vii) non-fungible tokens (NFTs) or comparable crypto-assets; or (viii) any other digital object that is not a fungible in-game currency/resource. Any such objects, if ever offered, shall be governed by separate, expressly published terms.

1.6.4. The Company does not represent, market or treat In-Game Valuables as securities, financial instruments, payment instruments, e-money, virtual assets or any other regulated financial product; they are game-related, publisher-bound digital units delivered only in the context of the

respective game or publisher platform and subject to that publisher's own EULA, terms of use and internal governance.

1.6.5. The legal characterisation, proprietary rights, transferability and enforceability of In-Game Valuables are determined exclusively by the respective game publisher or platform operator. The Company does not create, amend, interpret or enforce such publisher rules and shall bear no responsibility for their application.

1.6.6. Unless and until expressly stated otherwise by the Company, the Platform does not facilitate the sale, shipment or delivery of physical goods or any real-world property, and any appearance of such goods in the interface shall be deemed erroneous or subject to separate, product-specific terms.

1.6.7. In the event of any discrepancy between (a) a marketing, influencer or game-specific description on the Platform and (b) the definition and treatment of In-Game Valuables in the Company's public policies, the definition and treatment in the Company's public policies shall prevail.

1.6.8. Nothing in these Terms shall be construed as the Company creating, transferring, guaranteeing or vesting title to any real-world property or regulated financial asset by facilitating the transfer or delivery of In-Game Valuables.

### **1.7. UAE Provider Disclosure and Bilinguality.**

1.7.1. In accordance with the public-law requirements applicable in the United Arab Emirates to e-commerce and consumer-facing service providers, the Company hereby confirms its status as a licensed entity within the Fujairah Creative City Free Zone, operating under License No.

14608/2019, from Office 1309, 13th Floor, Creative Tower, Fujairah, United Arab Emirates, PO Box 4422.

1.7.2. For Users accessing the Platform from within the UAE, the Company may publish or make available an Arabic-language disclosure page mirroring the substance of this Preamble and other key public policies; such Arabic version shall be deemed informative and shall not derogate from the English version, save where UAE mandatory rules require Arabic.

1.7.3. Users acknowledge that certain UAE supervisory or free-zone authorities may request additional information regarding specific transactions for anti-money-laundering, counter-terrorist-financing or sanctions-screening purposes, and the Company reserves the right to cooperate with such authorities in accordance with the Anti-Money Laundering and Counter-Terrorist Financing Statement and the Sanctions and Fraud Compliance Statement.

## **2. SUITE HIERARCHY AND INCORPORATION BY REFERENCE**

### **2.1. Public Policies Incorporated into these Terms.**

2.1.1. For the purposes of ensuring a single, coherent buyer-facing compliance framework, the following public policies of the Company are hereby expressly incorporated by reference into, and made an integral part of, these Terms:

(a) the Refund, Dispute and Buyer Protection Policy;

- (b) the Delivery and Fulfilment Policy;
- (c) the Return and Warranty Policy;
- (d) the Prohibited Items and Restricted Activities Policy;
- (e) the Anti-Money Laundering and Counter-Terrorist Financing Statement;
- (f) the Sanctions and Fraud Compliance Statement;
- (g) the Privacy and Cookie Policy (including Cookie Notice); and
- (h) any User Instructions and Public FAQs that are expressly designated by the Company as applicable to Users.

2.1.2. Each of the above-named policies may be published, updated and versioned separately on the Platform. The most recently published version at the time of the User's access or order placement shall apply, unless the respective policy expressly provides otherwise (for example, by preserving rights for disputes already submitted).

2.1.3. By accepting these Terms, the User simultaneously accepts and undertakes to comply with all of the above-named policies, as they may be amended from time to time in accordance with their own update clauses.

## **2.2. Order of Precedence.**

2.2.1. In the event of any inconsistency, overlap or ambiguity between (i) these Terms and (ii) any of the policies listed in clause 2.1, the following order of precedence shall apply:

- these Terms of Service;
- the Refund, Dispute and Buyer Protection Policy (as the primary instrument for buyer redress and escrow-related determinations);
- the Delivery and Fulfilment Policy (as the primary instrument for delivery windows, proof-of-f fulfilment and auto-confirmation);
- the Return and Warranty Policy;
- the Prohibited Items and Restricted Activities Policy;
- the Anti-Money Laundering and Counter-Terrorist Financing Statement and the Sanctions and Fraud Compliance Statement;
- the Privacy and Cookie Policy (including Cookie Notice);
- the applicable User Instructions and Public FAQs.

2.2.2. This order of precedence is established to avoid fragmentation of buyer-facing rules and shall be read together with the specific cross-references contained in the policies themselves.

2.2.3. Where a specific policy states that a more stringent rule applies (for example, in relation to sanctions, high-risk jurisdictions or prohibited items), that more stringent rule shall prevail.

## **2.3. Non-Modification by Interface Materials.**

2.3.1. Any explanatory materials, marketing banners, tooltips, pop-up hints, game-specific descriptions, influencer materials or other interface elements made available on the Platform are provided for convenience and clarification only.

2.3.2. Such materials shall not amend, override or novate these Terms or any of the policies listed in clause 2.1, unless the Company clearly and expressly states that a particular interface element constitutes an amendment to, or special condition within, these Terms.

2.3.3. In case of discrepancy between an interface element and the text of these Terms or an incorporated policy, the text of these Terms or the relevant policy shall prevail.

#### **2.4. Publication and Footer Availability.**

2.4.1. The Company shall make the documents listed in clause 2.1 publicly available through the Platform in a manner reasonably expected of an e-commerce / digital-content facilitator operating from the United Arab Emirates.

2.4.2. As part of such publication, the Platform shall display, in its footer or other persistent navigation area, links to at least the following instruments: these Terms of Service; the Refund, Dispute and Buyer Protection Policy; the Delivery and Fulfilment Policy; the Privacy and Cookie Policy (including Cookie Notice); and the Prohibited Items and Restricted Activities Policy.

2.4.3. Where the Company offers a data subject request (DSAR) channel or other mandatory contact points under UAE, EU/EEA or UK data-protection regimes, links or references to such channels shall also be made available in the same manner.

2.4.4. Publication or relocation of links for usability purposes shall not affect the validity or enforceability of these Terms or of the policies listed in clause 2.1.

#### **2.5. Language and Version Priority.**

2.5.1. These Terms and the policies listed in clause 2.1 may be made available in more than one language for the convenience of Users.

2.5.2. In the event of any inconsistency or divergence between language versions, the English-language version as published on the Platform shall prevail, unless mandatory consumer-protection rules of the User's jurisdiction (including, where applicable, rules of a Member State of the European Union / European Economic Area, the United Kingdom or the United Arab Emirates) require that a local-language version prevail.

2.5.3. For the purposes of the contractual relationship with Users, the version of these Terms and of each public policy that is published on the Platform at the relevant time shall be the only controlling and effective version. If any earlier or later draft, copy or translation differs from the version published on the Platform, the published online version shall prevail.

2.5.4. The Company may maintain internal archives and version histories of its policies and terms for compliance, audit and evidence purposes; such internal records do not create additional rights or obligations for Users and do not override the publicly published version.

### **3. DEFINITIONS AND CONSTRUCTION**

#### **3.1. General Interpretive Rules.**

3.1.1. Unless the context otherwise requires, capitalised terms used in these Terms shall bear the meanings set out in this Section 3.

3.1.2. Words importing the singular shall include the plural and vice versa; words importing any gender shall include all genders; references to a statute or regulatory instrument shall be construed as a reference to such statute or instrument as amended, re-enacted or replaced from time to time.

3.1.3. Headings and numbering are for convenience only and shall not affect interpretation.

3.1.4. Where a term is defined both in these Terms and in another public policy of the Company listed in Section 2 (the “Public Policies”), the definition in these Terms shall apply for purposes of the Terms, and the definition in the relevant Public Policy shall apply for purposes of that policy; both shall be read mutatis mutandis to ensure consistency of the overall buyer-facing documentation.

3.1.5. In case of tension between a more general and a more specific definition, the more specific (stricter) definition shall prevail, particularly in matters of sanctions, anti-money-laundering, prohibited items, and restricted activities.

## **3.2. Core Marketplace and Transactional Definitions.**

3.2.1. “User” shall mean any natural or legal person who accesses, visits, browses, registers on, or transacts through the Platform, including Buyers, Influencers, and (to the extent a transaction is routed through the Company’s escrow workflow) external marketplace participants.

3.2.2. “Buyer” shall mean a User who purchases, or submits an Order for the purchase and delivery of, In-Game Valuables through the Platform under the Company’s escrow-based workflow, as further operationalised in the Refund, Dispute and Buyer Protection Policy and the Delivery and Fulfilment Policy.

3.2.3. “Seller” shall mean an independent third party, external marketplace participant or other fulfilment source from whom the In-Game Valuables are ultimately obtained, and whose performance is coordinated, mirrored or routed through the Company’s transactional environment; for the avoidance of doubt, the Company itself is not the Seller or merchant of record.

3.2.4. “Platform” shall mean the totality of the Company’s websites, public storefronts, white-label or influencer storefronts, embedded buyer journeys, APIs and related digital modules through which Orders for In-Game Valuables may be placed, processed, escrowed, delivered or disputed.

3.2.5. “Storefront” or “White-Label Storefront” shall mean a web-based or embedded interface operated or administered by the Company, including on behalf of an influencer or partner, through which a Buyer may place an Order for In-Game Valuables under the Company’s standard buyer-facing compliance layer.

3.2.6. “Order” shall mean a request properly submitted by a Buyer through the Platform for the purchase and delivery of In-Game Valuables, which comes into legal effect once the Buyer’s payment data have been successfully registered and an escrow record has been created in the Company’s systems, all as further described in the Delivery and Fulfilment Policy.

3.2.7. “Escrow” or “escrow-based workflow” shall mean the conditional holding, by or through the Company, of the Buyer’s funds in connection with an Order, pending (i) delivery or verified availability of the In-Game Valuables in the manner declared for the relevant game or publisher

platform, (ii) confirmation or deemed confirmation by the Buyer within the Acceptance Window, or (iii) resolution of a dispute, as further set out in the Refund, Dispute and Buyer Protection Policy.

3.2.8. “Acceptance Window” shall mean the specific period communicated to the Buyer (including, where applicable, 72 hours) within which the Buyer must confirm successful delivery or lodge a dispute; failing such action, Auto-Confirmation may occur.

3.2.9. “Auto-Confirmation” shall mean the automatic system action by which the Platform, upon expiry of the Acceptance Window without an objection or dispute from the Buyer, deems the Order delivered and authorises release of escrow to the corresponding Seller or fulfilment source, subject to any Risk Hold or Compliance Freeze.

3.2.10. “Proof-of-Fulfilment” or “PoF” shall mean documented, system-generated or otherwise verifiable evidence that the In-Game Valuables were delivered or made available in the declared manner for the relevant game or publisher platform (including, without limitation, in-game delivery logs, marketplace transfer records, screenshots meeting the Platform’s evidentiary standards, or corroborated internal delivery events).

3.2.11. “Services” shall mean the Company’s websites, platforms, storefronts, white-label solutions, APIs, escrow mechanisms and ancillary functions through which in-game transactions are initiated, processed or settled.

### **3.3. Subject-Matter Definition (In-Game Valuables).**

3.3.1. “In-Game Valuables” (also referred to as “In-Game Assets”) shall mean solely fungible in-game currencies and resources (including, without limitation, coins, gold, crystals, credits and analogous balance units) that exist exclusively within the runtime environment, servers, codebase or ecosystem of a multiplayer game or publisher platform and that confer consumable or accumulative value, effects or privileges strictly within such publisher platform.

3.3.2. For the avoidance of doubt:

- (a) In-Game Valuables do not include accounts, characters, equipment, skins, cosmetic items, access keys, ancillary game services, non-fungible tokens (NFTs), crypto-assets or any other non-fungible or externally transferable digital objects;
- (b) the Company does not represent or treat In-Game Valuables as securities, financial instruments, payment instruments, e-money, regulated virtual assets or gambling products; and
- (c) the legal characterisation, transferability and enforceability of In-Game Valuables are determined exclusively by the respective publisher’s rules (EULA or equivalent) and remain outside the Company’s responsibility.

### **3.4. Compliance-Protection Definitions.**

3.4.1. “Prohibited Item” shall mean any good, service, digital object, transaction pattern or circumvention scheme expressly listed or described as prohibited in the Company’s Prohibited Items and Restricted Activities Policy, including but not limited to items infringing publisher EULAs, items linked to account theft, items sourced from sanctioned jurisdictions, or items the circulation of which would expose the Company to regulatory or contractual risk.

3.4.2. “Restricted Activity” shall mean any conduct, use of the Platform, structuring of transactions or misrepresentation which the Prohibited Items and Restricted Activities Policy designates as

restricted, high-risk or subject to prior approval, including the provision of false identity or age data, evasion of sanctions controls, or attempts to trade outside the Platform while relying on Platform protections.

3.4.3. “Risk Hold” shall mean a temporary hold or suspension imposed by the Company on payouts, auto-confirmation or other order progression, where risk, chargeback, fraud, buyer-protection or similar red-flag circumstances are detected, as described in the Refund, Dispute and Buyer Protection Policy.

3.4.4. “Compliance Freeze” shall mean a temporary or open-ended suspension of transactions, payouts, access or delivery imposed by the Company due to AML/CFT, sanctions, fraud-risk or restricted-jurisdiction signals, as described in the Anti-Money Laundering and Counter-Terrorist Financing Statement and the Sanctions and Fraud Compliance Statement.

3.4.5. “Money Laundering” shall mean any act or attempted act intended to conceal, disguise, convert, transfer or otherwise legitimise the proceeds of crime, including by way of placement, layering or integration into the lawful economy, contrary to Applicable Law.

3.4.6. “Terrorist Financing” shall mean the provision, collection, transfer or management of funds or other assets, by any means, directly or indirectly, with the intention or knowledge that they be used, in whole or in part, to support or carry out terrorist acts or benefit terrorist organisations.

3.4.7. “Beneficial Owner” shall mean the natural person or persons who ultimately own or control a customer, or on whose behalf a transaction is conducted, including those who exercise ultimate effective control over a legal person or arrangement, consistent with FATF Recommendation 24 and Applicable Law.

3.4.8. “Know-Your-Customer” or “KYC” shall mean the identification and verification procedures applied by the Company to confirm the identity of Users, partners or other counterparties before or during the course of a business relationship.

3.4.9. “Customer Due Diligence” or “CDD” shall mean the baseline identification, verification and risk-assessment measures applied to Users in accordance with FATF Recommendation 10 and Applicable Law; “Enhanced Due Diligence” or “EDD” shall mean additional measures applied in higher-risk situations, including dealings with PEPs, complex structures or high-risk jurisdictions.

3.4.10. “Risk-Based Approach” or “RBA” shall mean the proportional methodology by which the Company applies compliance controls commensurate with the level of risk identified.

### **3.5. Sanctions-Specific Definitions.**

3.5.1. “Applicable Sanctions Laws” shall mean, collectively, all binding sanctions, export-control and trade-restriction laws, regulations, directives and official interpretations issued by any competent authority having jurisdiction over the Company or the relevant transaction, including the EU consolidated lists, UK financial-sanctions regime and UAE sanctions measures, together with any amendments or successors thereto; U.S. measures may be applied only to the extent the relevant transaction is subject to them.

3.5.2. “Sanctioned Person” shall mean any natural or legal person that appears on, is owned or controlled by, or acts for the benefit of a person appearing on, any applicable sanctions list, or is resident in or organised under the laws of a Restricted Jurisdiction.

3.5.3. “Restricted Jurisdiction” shall mean any country or territory subject to comprehensive embargo or territorial sanctions under Applicable Sanctions Laws, as periodically listed and maintained by the Company in its public or semi-public sanctions disclosures.

3.5.4. “Prohibited Transaction” shall mean any transaction or arrangement that would breach Applicable Sanctions Laws or facilitate such a breach, including transactions with or for the benefit of a Sanctioned Person, or any scheme to evade or circumvent sanctions or trade controls.

3.5.5. “Financial Fraud” shall mean any fraudulent or abusive use of payment systems, escrow facilities or identity-verification controls (for example, stolen instruments, synthetic identities, mule activity, affiliate manipulation, bot-driven traffic), but excluding ordinary delivery disputes regulated under these Terms unless intrinsically linked to financial-crime conduct.

### **3.6. Data-Protection Definitions (UAE / EU / UK Focus).**

3.6.1. “Personal Data” shall mean any information relating to an identified or identifiable natural person (a “Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Information that has been duly anonymised, aggregated or de-identified so that the individual is no longer identifiable under Applicable Law shall not be deemed Personal Data.

3.6.2. “Processing” shall mean any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

3.6.3. “International Transfer” shall mean any making available, disclosure or transmission of Personal Data to, or any remote access from, a country or territory outside the jurisdiction in which the Personal Data were originally collected, including to countries that are not recognised as providing an adequate level of protection, provided that such transfer is made subject to appropriate safeguards permitted by Applicable Law.

3.6.4. “Data Subject” shall mean any identified or identifiable natural person whose Personal Data are Processed by or on behalf of the Company, including Buyers, Sellers, Influencers, visitors, representatives of business partners and persons submitting DSARs.

3.6.5. “Controller” shall mean the natural or legal person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; for the avoidance of doubt, the Company shall ordinarily act as Controller in relation to Personal Data Processed within or through the Platform.

3.6.6. “Processor” shall mean a natural or legal person which Processes Personal Data on behalf of the Controller under a written data-processing arrangement imposing confidentiality, security and compliance obligations no less protective than those required by Applicable Law.

3.6.7. “Applicable Law” for the purposes of this Section 3.6 shall include the laws and regulations in force in the United Arab Emirates (including free-zone requirements applicable to the Company)

as well as any mandatory data-protection and e-privacy rules of the User's habitual residence within the European Union / European Economic Area or the United Kingdom, to the extent such rules cannot lawfully be disapplied.

3.6.8. "Cookie Notice" shall mean the document or section forming part of the Company's Privacy and Cookie Policy which sets out the categories of cookies and similar technologies used on the Platform, their purposes, retention periods and choices available to Users.

### **3.7. External-Environment Definitions.**

3.7.1. "External Platform", "External P2P Marketplace" or "Publisher Platform" shall mean any third-party environment (including a game publisher's own ecosystem) from which the Seller or Publisher sources, delivers or validates In-Game Valuables and whose rules may apply in parallel to these Terms.

3.7.2. "Applicable Law" shall mean, for purposes of these Terms, the law of the Fujairah Creative City Free Zone, United Arab Emirates, together with any mandatory consumer-protection law of the User's habitual residence (notably of EU/EEA Member States and the United Kingdom) to the extent such law cannot lawfully be disapplied.

### **3.8. Reference to Public Policies for Undefined Terms.**

3.8.1. Where a term appears in these Terms in capital letters but is not defined herein, such term shall be interpreted by first referring to the Refund, Dispute and Buyer Protection Policy, then to the Delivery and Fulfilment Policy, and then to the Prohibited Items and Restricted Activities Policy, in that order, unless the context clearly requires reference to another named policy.

### **3.9. Stricter Rule and Protective Construction.**

3.9.1. In the event of a collision, overlap or uncertainty between (i) a generally framed definition in these Terms and (ii) a more specific or more restrictive definition in the Prohibited Items and Restricted Activities Policy, the Anti-Money Laundering and Counter-Terrorist Financing Statement or the Sanctions and Fraud Compliance Statement, the more specific or more restrictive definition shall prevail.

3.9.2. This stricter construction is adopted to ensure compliance with sanctions, AML/CFT, fraud-prevention and platform-integrity requirements and shall not be interpreted as creating additional commercial obligations for the Company beyond those expressly set out in the named policies.

## **4. ROLE AND CAPACITY OF THE COMPANY (AGGREGATOR & ESCROW FACILITATOR)**

### **4.1. Non-Merchant Status and Functional Capacity.**

4.1.1. The Company provides a technology-driven transactional environment enabling Buyers to place Orders for In-Game Valuables and to have such Orders routed, mirrored or synchronised with external fulfilment sources.

4.1.2. The Company does not act, and shall not be construed as acting, as merchant of record, seller of record, vendor, game publisher, issuer or creator of the In-Game Valuables displayed or made available through the Platform.

4.1.3. The Company's capacity is limited to that of an aggregator and escrow facilitator: it administers the Platform, exposes the buyer-facing compliance layer, conditionally holds and releases funds, and coordinates the delivery logic described in the Company's public policies (including the policies on delivery, refunds, disputes, returns, AML/CFT and sanctions).

#### **4.2. Performance by External Sellers and Platforms.**

4.2.1. The factual performance, delivery, in-game transfer and adherence to the rules of the relevant game or publisher platform are carried out by an independent Seller or, where applicable, by/through an external platform to which the Order has been routed.

4.2.2. The Company does not warrant, and shall not be deemed to warrant, the continued availability of any game, publisher environment, delivery channel or in-game transfer method used by the Seller or external platform.

4.2.3. The Buyer acknowledges that the Company's role is to enable and record the transactional sequence (Order → escrow → delivery confirmation / dispute) and that delivery is ultimately dependent on third-party performance.

#### **4.3. Publisher-Action Disclaimer.**

4.3.1. Online games, publisher platforms and similar environments are governed by their own end-user licence agreements (EULAs), terms of use and internal enforcement practices, which the Company does not author, does not control and does not enforce.

4.3.2. Accordingly, any bans, suspensions, wipes, rollbacks, withdrawals of items or similar enforcement actions undertaken by a game publisher or platform operator in respect of an item, balance, character or account to or through which In-Game Valuables were delivered shall not be attributable to the Company and shall not give rise to refunds, re-deliveries or indemnities, except where a corresponding remedy is expressly set out in the Company's (i) Refund, Dispute and Buyer Protection Policy or (ii) Return and Warranty Policy.

4.3.3. Where the relevant public policy specifies a limited carve-out (for example, for provable non-delivery within the Acceptance Window), such carve-out shall be applied strictly and shall not be interpreted as a general warranty of publisher tolerance to the transaction.

#### **4.4. Right to Impose Risk Hold and Compliance Freeze.**

4.4.1. To protect the integrity of the escrow workflow, the Company reserves the right, at its sole discretion, to suspend or defer the release of funds, to pause auto-confirmation and/or to extend any operational timeframe (including the Acceptance Window) where risk, chargeback, fraud, sanctions or AML/CFT indicators are present.

4.4.2. Such suspension may take the form of a Risk Hold (buyer-protection or fraud-prevention measure) as described in the Refund, Dispute and Buyer Protection Policy, or a Compliance Freeze (AML/CFT- or sanctions-driven measure) as described in the Anti-Money Laundering and Counter-Terrorist Financing Statement and the Sanctions and Fraud Compliance Statement.

4.4.3. For the duration of a Risk Hold or Compliance Freeze, any commercial or indicative timelines shown in the Platform (including those for auto-confirmation, payout, re-delivery or refund) shall be deemed suspended and shall resume, or be recalculated, only after the underlying review has been completed.

4.4.4. The Buyer agrees to cooperate with such reviews, including by providing identity, payment or gameplay/delivery evidence where reasonably requested.

#### **4.5. External Platform and Third-Party Terms.**

4.5.1. Where the execution or delivery of an Order is effected through, or depends on, an integrated external marketplace, publisher platform or other third-party environment, the Buyer acknowledges that such third-party terms, rules and technical requirements shall apply in parallel to these Terms, insofar as they are necessary for the technical completion of the delivery.

4.5.2. In the event of a conflict or divergence between (i) these Terms and the Company's publicly published policies and (ii) any rules, game policies or delivery restrictions applied by an external platform or publisher, the more stringent or more restrictive rule shall apply only to the extent necessary to prevent or mitigate money laundering, terrorist financing, fraud, sanctions breaches, abuse of in-game transfer channels or other compliance-sensitive misconduct. Nothing in this clause shall be construed as the Company entering into, or being bound by, a contractual relationship with such publisher or as recognising any publisher's commercial or economic restrictions beyond what is required for the lawful and technically feasible fulfilment of the Order.

4.5.3. The Company may, for operational reasons, mirror or display certain delivery or dispute statuses originating from an external platform; such display is evidentiary in nature and does not amount to the Company assuming the commercial obligations of that platform.

### **5. SCOPE OF APPLICATION, TERRITORIAL REACH AND ELIGIBILITY**

#### **5.1. Age and Legal Capacity.**

5.1.1. The Services are intended for use only by natural persons who have reached the age of eighteen (18) years and who have full legal capacity under the laws of their place of habitual residence.

5.1.2. In jurisdictions where a lower age threshold lawfully permits a person to enter into online contracts for the supply of digital content, such person may use the Services only to the extent, and subject to the conditions, expressly allowed by such local mandatory law.

5.1.3. The provision of false, incomplete or misleading age or identity information for the purpose of obtaining access to the Platform shall be treated as a misuse of the Services and may constitute a restricted activity within the meaning of the policy titled "Prohibited Items and Restricted Activities Policy."

5.1.4. Where a User accesses the Platform on behalf of a minor, such User represents and warrants that the minor's participation is lawful in that jurisdiction; the Company shall have no obligation to verify such representation and may suspend or terminate access if the representation is found to be untrue.

#### **5.2. Sanctions, Export-Control and Restricted-Jurisdiction Screening.**

5.2.1. Access to, and use of, the Platform is prohibited for persons, entities or IP connections that are identified, listed or reasonably suspected to be listed on applicable sanctions or financial-restrictions lists, or that are resident, incorporated or located in a restricted jurisdiction as described in the Company's "Sanctions and Fraud Compliance Statement."

5.2.2. The Company may carry out automated or manual screening to detect sanctioned persons, high-risk geographies, proxy/VPN access and other sanctions-relevant indicators, and may block, suspend or freeze access, Orders or payouts where such indicators are present.

5.2.3. Any attempt to circumvent such restrictions, including through misrepresentation of location, use of third-party payment instruments, or routing of delivery through an ineligible territory, shall be treated as a compliance-sensitive misconduct and may result in a Compliance Freeze or other measures under the “Anti-Money Laundering and Counter-Terrorist Financing Statement” and the “Sanctions and Fraud Compliance Statement.”

### **5.3. Territorial Rule and Consumer-Mandatory Norms.**

5.3.1. These Terms are issued under, and primarily governed by, the laws and regulations applicable within the Fujairah Creative City Free Zone, United Arab Emirates, as stated in Section 1.5.

5.3.2. Notwithstanding the foregoing, where a User is habitually resident in a Member State of the European Union or European Economic Area, or in the United Kingdom, any mandatory consumer-protection rules of that jurisdiction that cannot be validly excluded by contract shall apply in addition to these Terms.

5.3.3. In the event of a direct conflict between a non-mandatory provision of these Terms and a mandatory consumer rule of the User’s jurisdiction, the mandatory consumer rule shall prevail solely for that User and solely to the extent of the conflict; all other clauses of these Terms shall remain in force.

### **5.4. Prohibited and Non-Permitted Use.**

5.4.1. Users shall not use the Platform for any fraudulent, deceptive, abusive, sanctions-prohibited, export-controlled or otherwise unlawful purpose, nor to facilitate such purpose for third parties.

5.4.2. Users shall not structure, split or disguise Orders, payment flows or delivery destinations with the aim of avoiding the application of the Company’s “Prohibited Items and Restricted Activities Policy,” the “Anti-Money Laundering and Counter-Terrorist Financing Statement” or the “Sanctions and Fraud Compliance Statement.”

5.4.3. Any such conduct may result in immediate suspension or termination of access, placement of funds on Risk Hold or Compliance Freeze, and reporting to competent authorities where required by Applicable Law.

5.4.4. For the avoidance of doubt, trades, top-ups or transfers concluded outside the Platform (off-platform) are not covered by the Company’s buyer-protection or dispute mechanisms and may be treated as a restricted activity if the User then attempts to invoke the Platform’s protections for such off-platform dealings.

### **5.5. Service Availability Disclaimer.**

5.5.1. Due to payment-system, acquirer, PSP, card-scheme, game-publisher or logistics constraints, certain payment methods, delivery methods, titles, regions or currencies may be temporarily or permanently unavailable to Users in specific countries or territories.

5.5.2. Such unavailability shall not be deemed a breach of these Terms by the Company where it results from (i) third-party technical or commercial limitations, (ii) sanctions or AML/CFT restrictions, or (iii) mandatory local rules affecting digital-content delivery.

5.5.3. The Company may, without liability, decline or cancel an Order, or propose an alternative delivery method, where the originally selected method cannot lawfully or technically be executed for the User's territory.

## 6. ACCOUNT REGISTRATION, ACCESS SECURITY AND USER REPRESENTATIONS

### 6.1. General Modes of Access.

6.1.1. The Platform may be accessed (i) as a Buyer through the Company's public storefronts or embedded buyer journeys, or (ii) as an influencer/partner through a dedicated dashboard and white-label storefront made available by the Company.

6.1.2. This Section 6 governs Buyer-facing registration and access. Access by influencers/partners is additionally and primarily governed by the separate, non-public agreement or terms presented to such influencer/partner in their dashboard at the moment of onboarding, together with the applicable payout/KYC forms. Where there is a conflict between this ToS and such influencer/partner terms, the latter shall govern the influencer relationship.

6.1.3. The Company may, at its discretion, offer simplified sign-in or "social" authentication methods for Buyers (including, without limitation, sign-in via a payment service provider, card processor, mobile wallet or Google account); in all such cases, the Buyer remains bound by these Terms.

### 6.2. Buyer Account Creation and Required Buyer Data.

6.2.1. In order to place Orders, track delivery, open disputes or receive refunds, the Buyer shall complete the Platform's registration (or checkout) flow and provide the minimum set of Buyer data requested in the interface at that time.

6.2.2. As a rule, the Buyer will be asked to provide:

- (a) full name (or at least a name/surname combination sufficient for identification in support and for payment reconciliation);
- (b) a valid email address and, where the delivery method so requires, a contact number or in-game identifier;
- (c) country of residence (for purposes of tax, sanctions, AML/CFT and delivery-method availability screening);
- (d) game-specific delivery details, such as game title, region/server, character or account identifier, so that the ordered In-Game Valuables can be delivered through the method described in the Delivery and Fulfilment Policy; and
- (e) payment-method details sufficient for the licensed payment service provider (PSP) to process the transaction.

6.2.3. The Buyer undertakes to provide only accurate, current and complete data and to correct it without undue delay where it has changed. The provision of deliberately false identity, contact, age or location data may be treated as a Restricted Activity and may trigger suspension, Risk Hold or Compliance Freeze in accordance with the Company's compliance policies.

6.2.4. The Buyer acknowledges that certain delivery methods (for example, delivery to a specific character on a specific server) cannot be completed without accurate in-game identifiers; the Company shall bear no responsibility for failed or misdirected delivery caused by the Buyer's incorrect input.

### **6.3. Influencer/Partner Access Particularities.**

6.3.1. Persons accessing the Platform in the capacity of influencers, affiliate storefront operators or other commercial partners shall submit, through their dashboard, the broader set of business, identity and payout details required for activation (including, without limitation, legal name, date of birth or incorporation, licence/registration number where applicable, registered address, contact details, and bank/PSP payout details), and shall make the compliance declarations exposed to them in the dashboard.

6.3.2. Until such data is submitted and verified, the influencer/partner account may remain in "pending" or restricted status and the storefront may not be activated.

6.3.3. Such influencer/partner data, and the logic of its collection, are not public and are administered under the dedicated influencer/partner agreement; they are mentioned in these Terms only to inform Users that different categories of Users are subject to different data-submission obligations.

### **6.4. Prohibition on Masking the Beneficial Owner.**

6.4.1. Whether acting as a Buyer or as an influencer/partner, the User shall not conceal or misrepresent the identity of the person on whose behalf the account is created, the Order is placed or the payment is made.

6.4.2. Creating accounts for, or on behalf of, persons in Restricted Jurisdictions, on sanctions lists, or minors who do not meet the eligibility criteria set out in Section 5, as well as using front persons or fictitious data to bypass Platform rules, may be treated as a high-risk or prohibited activity and may lead to immediate suspension, reporting and/or a Compliance Freeze.

### **6.5. Credentials, Security and Attribution.**

6.5.1. The User is solely responsible for the confidentiality and safekeeping of login names, passwords, one-time codes, tokens and any other authentication factors issued in relation to their account.

6.5.2. Any action taken through the User's account (placing an Order, confirming delivery, opening a dispute, submitting KYC documents) shall be deemed to have been taken by the User, unless the User has notified the Company in advance, through the official support channels, of an actual or suspected compromise.

6.5.3. The Company may, at its discretion, enable or require additional security controls (including two-factor authentication, re-authentication, device/IP checks or session time-outs) especially for influencer dashboards and for transactions flagged by the AML/sanctions module.

6.5.4. The User shall not share access credentials with third parties. In particular, influencers shall not grant third parties access to their dashboards or payout forms except where expressly permitted in writing by the Company.

## **6.6. Suspension, Restriction and Closure.**

6.6.1. The Company may suspend, restrict or permanently close a User account (Buyer or influencer/partner) where:

- (a) unusual, excessive or high-risk transactional patterns are detected;
- (b) there is a reasonable suspicion of off-Platform trading while attempting to rely on Platform protections or payment integrations;
- (c) there is a reasonable suspicion of attempts to bypass or reduce the Company's service commissions or fees;
- (d) there is a sanctions, AML/CFT or fraud-related concern, including adverse screening results from a PSP;
- (e) the User fails to provide identity, payment-method or delivery-related evidence when reasonably requested; or
- (f) the User has provided obviously false or inconsistent registration data.

6.6.2. Any such suspension or closure may be accompanied by a Risk Hold or Compliance Freeze on active Orders, payouts or refunds, with the effect that commercial or indicative timelines (auto-confirmation, payout release, refund processing) are paused for the duration of the review.

6.6.3. Where permitted by Applicable Law and where disclosure would not compromise the review, the Company may inform the User, through the support channel, of the fact of suspension and of any steps required to re-activate the account.

## **6.7. Lawful Use of Payment Instruments.**

6.7.1. By submitting a payment, the Buyer represents and warrants that the payment instrument (payment card, wallet, account, Google-linked payment profile or other method) is valid, lawfully issued to that Buyer, and is used with the full authorisation of the issuer.

6.7.2. The Buyer shall not use stolen, forged, unauthorised or illegally obtained payment instruments, nor instruments issued in or to a sanctioned jurisdiction or person.

6.7.3. Payments are processed by licensed payment service providers/acquirers integrated with the Platform. The identity of the PSP (for example, PayTabs or any successor/replacement PSP) may change from time to time; such change does not affect the Buyer's obligation to pay nor the Company's right to subject the payment to compliance checks.

6.7.4. The Company, the PSP or the card scheme may decline, reverse or request additional verification for any transaction that does not meet technical, fraud-prevention or regulatory requirements. In such cases the Order may be cancelled or placed on hold until verification is completed.

## **6.8. Duty to Cooperate.**

6.8.1. The User shall, upon the Company's reasonable request, provide additional information needed to (i) verify the User's identity or authority to use the payment method, (ii) confirm the

accuracy of delivery data, or (iii) clarify a transaction flagged by the PSP or by the Company's compliance module.

6.8.2. Failure to cooperate may result in cancellation of the relevant Order, withholding of refunds or payouts, or closure of the account, without prejudice to any other remedies available to the Company.

### **6.9. Non-Transferability of Accounts and Delivery-Related Disclosures.**

6.9.1. User accounts are personal to the User who created them and may not be sold, transferred, licensed, pledged, shared or otherwise made available to third parties, whether for consideration or free of charge.

6.9.2. Any attempt to trade, resell or otherwise monetise access to the Platform, to the influencer dashboard or to a storefront shall be treated as a prohibited or restricted activity and may lead to immediate termination of access, without prejudice to the Company's other remedies.

6.9.3. For the avoidance of doubt, nothing in this Section 6.9 shall prevent the Company from disclosing or transmitting to the relevant Seller, fulfilment partner or integrated external platform such Buyer-related data as are reasonably necessary or operationally required for (i) identification of the Order, (ii) performance of the delivery in the form and through the channel applicable to the relevant game or publisher platform, (iii) communication with the Buyer on delivery issues, and (iv) evidentiary/logging purposes, as described in the Delivery and Fulfilment Policy and the Privacy and Cookie Policy. Such data may include, without limitation: Order ID/reference, game title, region/server, in-game character or account identifier, in-game mailbox or marketplace details, Buyer display name, technical contact details (email/IM handle), and delivery artefacts or instructions provided by the Buyer. Where a specific delivery method or external integration requires additional, functionally equivalent data fields, the Company may supply those fields as well, to the extent permitted by Applicable Law and its privacy disclosures. Any such disclosure shall be deemed an integral part of the delivery process and shall not be regarded as a transfer, sale or sharing of the User's account.

## **7. FORMATION OF ORDERS AND CONTRACTUAL WORKFLOW**

### **7.1. Initiation of an Order.**

7.1.1. An Order is initiated when the Buyer, through any storefront or embedded buyer journey operated or administered by the Company, selects (i) the relevant game or publisher platform, (ii) the relevant region/server or equivalent game environment (where applicable), (iii) the quantity or denomination of In-Game Valuables, and (iv) the delivery method exposed for that game or platform, and proceeds to checkout.

7.1.2. At checkout, the Platform shall display to the Buyer the indicative price, currency, any applicable fees or charges, and, where available, the indicative delivery window or method as described in the Company's Delivery and Fulfilment Policy.

7.1.3. The Buyer is responsible for entering complete and accurate delivery particulars, which may include, depending on the delivery method and the game or publisher platform: in-game character or club identifier, account/console/EA ID, region or server, auction/marketplace listing parameters

(including exact price and duration), in-game mailbox details, transfer-market readiness, or other technical data required for execution. The Company and/or the Seller shall be entitled to rely on the particulars entered by the Buyer, and any misdelivery, delay or impossibility caused by inaccurate, incomplete or non-conforming Buyer input shall be handled only in accordance with the Delivery and Fulfilment Policy, the Refund, Dispute and Buyer Protection Policy and the Return and Warranty Policy.

7.1.4. Where the chosen delivery method requires the Buyer to observe method-specific prerequisites (for example, to keep the account logged out during fulfilment, to keep the transfer market unlocked and empty, to list an item on an auction house at an exact price, to maintain sufficient balance for publisher tax, or to provide temporary credentials through a secure channel), the Buyer shall follow such instructions for the entire fulfilment period. Failure to do so may qualify as Buyer-caused non-delivery or partial fulfilment and may result in a proportional refund only, or in no refund, as set out in the Company's public policies.

7.1.5. Before finalising the Order, the Buyer is given the opportunity to review the then-current versions of the Company's public buyer-facing instruments (including these Terms, the Refund, Dispute and Buyer Protection Policy, the Delivery and Fulfilment Policy, the Return and Warranty Policy, the Prohibited Items and Restricted Activities Policy and the Privacy and Cookie Policy) and must affirmatively indicate acceptance (for example, via checkbox or equivalent interface control). The Platform may record such acceptance together with the policy/version identifier shown to the Buyer at that moment.

## **7.2. Moment of Contract Formation and Escrow Creation.**

7.2.1. Unless expressly stated otherwise in the interface for a specific product or integration, the contractual relationship between the Buyer and the Company (in its capacity as Platform operator and escrow facilitator) is formed only upon the cumulative satisfaction of all of the following conditions:

- (a) the Buyer has affirmatively accepted the applicable public policies made available at checkout;
- (b) the Buyer's payment has been successfully authorised or captured by the integrated payment service provider;
- (c) the Company's system has automatically generated and stored the corresponding Order and escrow record; and
- (d) no immediate sanctions, AML/CFT or fraud flags have prevented the transaction from being taken into processing.

7.2.2. A mere placement of items in a cart, initiation of checkout, redirection to a PSP page or failure of the payment authorisation shall not in itself give rise to any delivery or escrow obligation on the part of the Company or any Seller.

7.2.3. Where the payment is authorised but an escrow record cannot be created or must be placed into an immediate Compliance Freeze, the Company may defer, re-authorise, or reverse the transaction in accordance with the Refund, Dispute and Buyer Protection Policy; in such a case, delivery obligations do not arise until the Order is successfully registered in the Company's systems as eligible for fulfilment.

### **7.3. Immediate Start of Digital Delivery and Waiver of Withdrawal (EU/UK-Compliant).**

7.3.1. By confirming the Order for In-Game Valuables, the Buyer expressly requests that the Company and/or the Seller begin fulfilment immediately and not wait for the expiry of any statutory cooling-off or withdrawal period that might otherwise apply to distance contracts for digital content.

7.3.2. The Buyer acknowledges that, upon confirmation of the Order, the Company and/or the Seller will immediately initiate the digital delivery process in accordance with the delivery logic for the relevant game or publisher platform as set out in the Delivery and Fulfilment Policy, but that the actual appearance, crediting or transfer of the In-Game Valuables may occur only within the delivery timeframe, sequence of actions and technical method applicable to that game and chosen delivery path (for example, in-game mail, marketplace listing, rendezvous, account-based crediting). From the moment such operational fulfilment has been initiated (“Start-of-Fulfilment”), the Order is treated as a contract for digital content in progress, and the In-Game Valuables, once delivered through the declared method, become irreversibly linked to the Buyer’s designated in-game environment.

7.3.3. Consequently, to the extent permitted by the mandatory consumer law of the Buyer’s country of residence (notably within the EU/EEA and the United Kingdom), the Buyer agrees that, after Start-of-Fulfilment, they lose the statutory right to withdraw from the contract for digital content, save for those remedies expressly provided for in the Delivery and Fulfilment Policy, the Refund, Dispute and Buyer Protection Policy and the Return and Warranty Policy.

7.3.4. Where the applicable consumer-protection rules do not allow a full waiver, the Buyer shall retain only those minimum, non-waivable rights; such rights shall be exercised strictly through the procedures, evidentiary rules and time limits in the aforementioned policies.

### **7.4. Company’s Right to Decline, Cancel or Modify an Order for Compliance or Security Reasons.**

7.4.1. The Company reserves the right, at its sole discretion, to decline, cancel, suspend or require modification of any Order after payment but before completion of delivery, where:

- (a) sanctions, AML/CFT or fraud indicators are present;
- (b) the delivery destination, game environment or server is no longer technically available or has been withdrawn or restricted by the publisher or external platform;
- (c) the Order appears to form part of an abusive, circumventing or off-platform trading pattern; or
- (d) the Seller or integrated external platform signals that delivery in the chosen form is impossible, high-risk or non-compliant.

7.4.2. In such cases, the Company may (i) propose an alternative delivery method consistent with the Delivery and Fulfilment Policy, (ii) keep the funds in escrow pending clarification or compliance checks, or (iii) cancel the Order and process a refund in accordance with the Refund, Dispute and Buyer Protection Policy.

7.4.3. Any commercial or indicative delivery timelines shown in the Platform shall be deemed suspended for the duration of such compliance or technical review and shall resume, or be recalculated, only after the underlying issue has been resolved.

## 7.5. Time-Bar for Objections to Order Formation.

7.5.1. Any objections or claims by the Buyer concerning the composition of the Order (game, server, quantity, price, delivery method) or apparent input errors must be raised within the time limits and through the channels specified in the Delivery and Fulfilment Policy; failing which, the Order data as stored in the Company's systems shall be deemed correct, complete and binding.

7.5.2. Raising such objections does not automatically entitle the Buyer to a refund; the request shall be assessed under the criteria and evidentiary standards set out in the Refund, Dispute and Buyer Protection Policy and, where applicable, the Return and Warranty Policy.

7.5.3. The Buyer acknowledges that the Platform may auto-confirm delivery after the expiry of the Acceptance Window; once Auto-Confirmation has taken place, any subsequent change to the Order shall be subject to the Company's discretionary remedies and to the Seller's cooperation, as described in the relevant public policies.

## 8. PAYMENTS, ESCROW-LIKE ARRANGEMENT AND FEES

### 8.1. General Payment Framework.

8.1.1. All payments for Orders placed through the Platform shall be effected exclusively via payment service providers, acquirers or gateways that are duly licensed or authorised to operate in the relevant territory and that are integrated by the Company at the time of the transaction.

8.1.2. The Company does not act, and shall not be construed as acting, as a bank, money or value transfer service, payment institution, virtual asset service provider or other regulated financial intermediary. Any holding of funds in connection with an Order occurs on, or through, the accounts and technical environment of the licensed payment service provider; the Company only administers the commercial and compliance conditions under which such funds may be released or refunded.

8.1.3. The identity of the payment service provider (for example, PayTabs or any successor/replacement PSP) may change over time; such change shall not affect the validity of the Order, nor the Buyer's obligation to pay, nor the Company's right to subject the payment to fraud, AML/CFT or sanctions checks.

### 8.2. Creation and Operation of the Escrow-Like Arrangement.

8.2.1. Upon successful payment authorisation/capture and registration of the Order in the Company's systems, the Company records an escrow-like state for that Order. This state reflects that the funds received by, or held with, the PSP in connection with that Order are to be released, refunded or otherwise instructed only in accordance with these Terms and the Company's public policies.

8.2.2. As a general rule, this escrow-like state shall remain in place for the "Acceptance Window" applicable to the relevant game/delivery method (commonly seventy-two (72) hours from delivery notification, unless a different period is expressly shown to the Buyer in the interface or in the Delivery and Fulfilment Policy). During this period the Buyer may (i) confirm delivery, or (ii) open a dispute, supplying the required artefacts.

8.2.3. If the Buyer neither confirms delivery nor opens a dispute within the Acceptance Window, the Platform may trigger Auto-Confirmation, upon which the Company shall issue to the PSP the instruction to settle/release the corresponding amount to the Seller or fulfilment source (or to the account designated by the Company for onward settlement), subject to any Risk Hold or Compliance Freeze.

8.2.4. The Company may instruct an earlier release where objective Proof-of-Fulfilment is available and correlates with the Order ID, or where the Buyer has explicitly confirmed delivery.

8.2.5. Conversely, the Company may instruct the PSP to defer or block settlement (i) where a dispute has been opened, (ii) where additional evidence is required from either party, or (iii) where compliance-, sanctions- or fraud-related triggers are present. In such cases, the commercial/indicative timelines for auto-confirmation or payout shall be paused in accordance with Section 8.6.

8.2.6. For the avoidance of doubt, the Company does not receive, pool or invest client funds in its own name as a deposit-taking activity; it only records the conditional status of the transaction and communicates release or refund instructions to the PSP in line with the applicable policies.

### **8.3. Fees, Deductions and Chargeback Handling.**

8.3.1. The price displayed to the Buyer at checkout may comprise (i) the base price for the In-Game Valuables, and (ii) any platform, service or payment-related fee disclosed in the interface at that moment. By submitting the Order, the Buyer agrees to pay such total amount.

8.3.2. Where permitted by the PSP workflow, the Company may instruct settlement of the net amount (i.e. after deduction of PSP/acquirer fees actually incurred, chargeback-handling or representation costs, and reasonable fraud-retention amounts where the transaction was flagged and processed under heightened risk settings).

8.3.3. Where the Buyer initiates an external chargeback or payment recall through their bank, card scheme or PSP after delivery has been confirmed or auto-confirmed, such action shall not, by itself, invalidate the Company's determination of proper fulfilment under the Refund, Dispute and Buyer Protection Policy. In such cases, the Company may (i) suspend the Buyer's account, (ii) instruct the PSP to withhold or reverse payouts relating to the disputed transaction, and (iii) provide the PSP/card scheme with available Proof-of-Fulfilment.

8.3.4. Non-refundable fees of the PSP or card scheme (including currency-conversion charges or cross-border surcharges) shall not be recoverable from the Company unless this is expressly stated in the Refund, Dispute and Buyer Protection Policy or is required by Applicable Law.

### **8.4. Currency, Conversion and External Banking Delays.**

8.4.1. Payments shall be processed in the currency shown to the Buyer at checkout. If the Buyer's issuing bank or PSP operates in a different currency, the Buyer's bank/PSP may apply its own conversion rate and fees; such conversion and fees are outside the Company's control.

8.4.2. The Company shall not be liable for delays, reversals or additional charges caused by correspondent banks, intermediary PSPs, card schemes, local clearing systems or by the Buyer's own bank.

8.4.3. Where a refund is approved, it shall, to the extent technically possible, be processed through the same payment channel and in the same currency as the original payment; variations caused by FX movements or bank fees shall be borne by the Buyer unless Applicable Law requires otherwise.

### **8.5. Prohibition of Off-Platform Settlements.**

8.5.1. All payments for Orders that are to be covered by the Company's buyer-protection, dispute-resolution and fulfilment framework shall be made strictly through the Platform and the payment channels integrated by the Company.

8.5.2. Any attempt by the Buyer or the Seller to settle an Order, or a part of it, off the Platform (including direct wallet-to-wallet transfers, external marketplace trades, or private arrangements using chat/messenger) shall fall outside the scope of the Company's protections and may be treated as a restricted or prohibited activity.

8.5.3. In such off-platform cases, the Company shall have no obligation to (i) investigate delivery, (ii) issue a refund, (iii) instruct release of funds, or (iv) indemnify either party, and may suspend or terminate the accounts involved.

### **8.6. Compliance Pause and Suspension of Operational Timelines.**

8.6.1. Where an Order, payment or payout is flagged under the Company's or the PSP's AML/CFT, sanctions, fraud or high-risk rules, the Company may impose a Compliance Pause for the duration of the review.

8.6.2. During such Compliance Pause, all operational and indicative timelines shown in the Platform — including but not limited to Auto-Confirmation, escrow-like release, payout to Seller/partner, and refund processing — shall be deemed suspended and shall resume, or be recalculated, only after the underlying compliance, sanctions or fraud review has been completed.

8.6.3. The Buyer agrees to cooperate with such review by providing, upon request, additional identity, payment, delivery or transaction-related information. Failure to cooperate may result in cancellation of the Order and/or retention of funds to the extent permitted by the Refund, Dispute and Buyer Protection Policy and Applicable Law.

8.6.4. The imposition of a Compliance Pause does not in itself constitute a refusal to deliver; it is a temporary, protective measure aimed at ensuring that the transaction can lawfully and safely proceed in line with the Company's Anti-Money Laundering and Counter-Terrorist Financing Statement and its Sanctions and Fraud Compliance Statement.

## **9. DELIVERY, ACCEPTANCE AND PROOF-OF-FULFILMENT (CROSS-REFERENCE RULE)**

### **9.1. Primary Governing Instruments.**

9.1.1. The entire sequence of (i) delivery of In-Game Valuables, (ii) Buyer's acceptance or objection, (iii) operation of the Acceptance Window (including the commonly applied seventy-two (72) hour period, where shown), and (iv) consequences of silence or non-cooperation by the Buyer, shall be governed by and interpreted in accordance with the Company's publicly published Delivery and

Fulfilment Policy and Refund, Dispute and Buyer Protection Policy as in force at the time of the Order.

9.1.2. This Section 9 does not restate those policies in full; it establishes the rule that, for all delivery- and confirmation-related issues, those two policies are controlling, and the present Terms operate as the contractual anchor giving them binding effect vis-à-vis the Buyer.

9.1.3. Where the game, publisher platform or delivery method explicitly requires the Buyer to perform preparatory actions (for example, to list an item on a marketplace at a specified price, to keep an account available, to receive in-game mail, to appear for a rendezvous, or to keep the transfer market unlocked), such actions form part of the delivery process and must be completed within the time and in the manner indicated in the Delivery and Fulfilment Policy.

### **9.2. Delivery Notification and Acceptance Window.**

9.2.1. Once the Seller or integrated external platform has executed the delivery in the manner declared for the relevant game or publisher platform, the Platform will record a delivery event and/or issue a delivery notification to the Buyer using the contact details supplied at checkout.

9.2.2. From the moment such delivery event is recorded or such notification is issued (whichever is earlier), the Acceptance Window communicated to the Buyer in the interface or in the Delivery and Fulfilment Policy shall begin to run. During the Acceptance Window the Buyer may:

- (a) confirm delivery; or
- (b) open a dispute and submit the evidentiary artefacts required for that game/method.

9.2.3. If the Buyer does neither within the Acceptance Window, Auto-Confirmation may occur, upon which the Order shall be deemed delivered and the escrow-like arrangement may be released, subject to any Risk Hold or Compliance Freeze.

### **9.3. Buyer's Duty to Cooperate and Provide Artefacts.**

9.3.1. Where the Buyer contests delivery, the Buyer shall submit, within the Acceptance Window and through the channels indicated in the Platform, all reasonably available artefacts that demonstrate non-receipt or improper receipt of the In-Game Valuables for the selected game/method (for example, in-game screenshots meeting the stated format, game logs, auction house status, mailbox status, or other game-specific evidence described in the Delivery and Fulfilment Policy).

9.3.2. Failure to submit such artefacts, or submission of artefacts that do not correspond to the Order ID, the correct game/server or the declared delivery method, may result in the dispute being resolved against the Buyer and in Auto-Confirmation proceeding.

9.3.3. The Buyer acknowledges that some game environments purge logs or mailbox entries after a short period; it is therefore in the Buyer's own interest to collect and submit evidence promptly within the Acceptance Window.

### **9.4. Company's Discretion to Rely on Proof-of-Fulfilment.**

9.4.1. The Company may, for the purpose of resolving a delivery status, rely on internal system logs, delivery confirmations received from the integrated external platform, Seller-submitted Proof-of-Fulfilment, or other corroborated technical evidence that directly correlates with the Order ID and the delivery parameters provided by the Buyer at checkout.

9.4.2. Where such Proof-of-Fulfilment exists and is consistent with the Order data, the Company may deem the Order fulfilled even if the Buyer has not pressed a confirmation button or has remained inactive, and may instruct release of the funds accordingly, subject to any Risk Hold or Compliance Freeze.

9.4.3. Conversely, where the evidence supplied by the Buyer credibly shows that the declared delivery could not have been received (for example, wrong server, wrong character, wrong marketplace listing, in-game channel unavailable at that time), the Company may require the Seller to perform re-delivery or may apply the remedies set out in the Refund, Dispute and Buyer Protection Policy and the Return and Warranty Policy.

### **9.5. Effect of Publisher or Platform Actions.**

9.5.1. Online games and publisher platforms may, at their sole discretion, impose bans, suspensions, wipes, rollbacks or other enforcement actions on accounts, characters or balances to or through which the In-Game Valuables were delivered.

9.5.2. As a general rule, such publisher- or platform-level actions do not invalidate a delivery that has been properly executed and evidenced under these Terms and the Company's public policies and do not give rise to automatic refunds, re-deliveries or indemnities.

9.5.3. Only where a corresponding, express remedy is provided in the Return and Warranty Policy or another publicly published policy (for example, for specific, objectively verifiable technical faults on delivery) shall the Company apply such remedy, and even then strictly within the scope and time limits set out therein.

9.5.4. The Company does not interpret, override or enforce publisher EULAs or game rules and shall not be liable for the Publisher's or platform operator's decision to remove, reverse or penalise transactions that were validly completed through the Platform.

### **9.6. Suspension of Delivery and Acceptance Timelines for Compliance Reasons.**

9.6.1. If, during or immediately after delivery, the Order is flagged for sanctions, AML/CFT, fraud or other high-risk indicators, the Company may suspend (i) the running of the Acceptance Window, (ii) the operation of Auto-Confirmation, and/or (iii) the release of funds, until the review has been completed in accordance with the Anti-Money Laundering and Counter-Terrorist Financing Statement and the Sanctions and Fraud Compliance Statement.

9.6.2. For the duration of such suspension, the Buyer shall provide any information or artefacts reasonably requested to verify the legitimacy of the transaction; failure to do so may result in the Order being cancelled or in the funds being retained to the extent permitted by the Company's public policies and Applicable Law.

### **9.7. Hierarchy with Other Policies.**

9.7.1. In the event of any perceived inconsistency between this Section 9 and the procedures laid down in the Delivery and Fulfilment Policy or the Refund, Dispute and Buyer Protection Policy, the latter shall prevail as the more specific instruments governing delivery, proof and dispute escalation.

9.7.2. Nothing in this Section 9 shall be construed as extending Buyer remedies beyond what is expressly provided for in those policies or as limiting non-waivable consumer rights in jurisdictions where such limitation would be invalid.

## 10. REFUNDS, DISPUTES AND BUYER PROTECTION (PRIMARY REFERENCE SECTION)

### 10.1. Exclusive Timeframe for Disputes.

10.1.1. A Buyer may challenge an Order (Non-Delivery, Misdelivery, Partial Fulfilment, quality of delivery within the declared method, or other enumerated grounds) only if the Dispute is lodged within the seventy-two (72) hour Acceptance Window counted in accordance with the Delivery and Fulfilment Policy and the Return and Warranty Policy.

10.1.2. Disputes submitted after the expiry of the Acceptance Window shall be inadmissible and the Order shall be treated as irrevocably accepted by way of Auto-Confirmation, unless there is an active Risk Hold or Compliance Freeze, or the Buyer submits credible artefacts of fraud or misappropriation that the Company, in its reasonable discretion, agrees to review. This mirrors the late-dispute carve-outs in the public policies.

10.1.3. A Dispute must be submitted through the authenticated channel exposed for the relevant Order (in-Platform messenger / Order view), so that the Order ID, timestamps and Buyer identifier are automatically embedded; email or other channels may be secondary but do not change the SLA logic.

### 10.2. Possible Outcomes of the Company's Review.

10.2.1. Following receipt of a properly or provisionally filed Dispute, the Company shall suspend Escrow release for that Order (Escrow tolling) and carry out a triage in accordance with the Refund Policy SLAs.

10.2.2. Based on the comparison of (i) Seller / platform Proof-of-Fulfilment; (ii) Buyer-supplied artefacts filed within the cure period; and (iii) Platform logs, the Company may determine one of the following:

- (a) Full refund – where verified Non-Delivery is established and no Buyer-side exclusion applies;
- (b) Proportional refund (pro tanto / partial fulfilment) – where only part of the In-Game Valuables could be delivered due to publisher caps, Buyer no-show, or other recognised causes listed in the Return and Warranty Policy; the Buyer is refunded only for the undelivered portion;
- (c) Re-delivery or alternative delivery – where the facts show deliverability but the original method failed for technical / publisher reasons;
- (d) Rejection / denial – where valid Seller PoF exists and the Buyer has not produced admissible counter-evidence within the SLA;
- (e) Escalation with Risk Hold / Compliance Freeze – where there are fraud, sanctions or AML/CFT signals which must be cleared before any funds movement.

10.2.3. Where the Dispute concerns only a part of the quantity, the refund shall be calculated strictly on the delivered vs. ordered in-game denomination, in the same transactional currency, less any non-refundable PSP charges explained below.

### **10.3. Non-Refundable and Pass-Through Charges.**

10.3.1. The Buyer acknowledges that certain payment-processor or PSP-level charges (including, where applicable, currency-conversion costs, processor service fees, or chargeback-handling costs) are external to the Company and cannot be reversed by the Company once the PSP has executed the operation.

10.3.2. Accordingly, where the Company approves a refund on the merits, the refunded amount may be net of such non-recoverable PSP costs, provided this is consistent with the jurisdiction's consumer-mandatory rules and clearly traceable in the Order record.

10.3.3. This provision shall not be used to deduct contractual penalties from the Buyer in cases where the Return and Warranty Policy expressly requires a full refund prior to Start-of-Fulfilment.

### **10.4. Extension of Review Due to Compliance Triggers.**

10.4.1. If, during or after the filing of a Dispute, the Company receives or generates AML/CFT, sanctions, fraud or high-risk alerts, the Escrow timers, Acceptance Window effects and payout/refund SLAs shall be automatically tolled until such alerts are resolved. This mirrors the Compliance Freeze logic in the public policies.

10.4.2. During such tolling, the Buyer may be required to submit KYC/EDD documentation or additional transactional artefacts; failure to do so may lead to rejection of the Dispute on evidentiary grounds.

10.4.3. Once the compliance review is completed, the Company shall resume the refund/dispute workflow and issue a decision based on the evidence and the applicable public policies.

### **10.5. Interaction with External Chargebacks and PSP Disputes.**

10.5.1. The filing by the Buyer of an external chargeback, retrieval request, or other payment-processor dispute does not automatically cancel, overturn or invalidate the Company's findings under these Terms or under the Refund Policy as to whether delivery took place, whether PoF is sufficient, or whether a partial refund is the appropriate remedy. The Company's internal determination remains operative for Platform purposes.

10.5.2. Where an external chargeback is initiated while an internal Dispute is still pending, the Company may suspend all actions on the Order (including re-delivery or goodwill adjustments) until the PSP/bank process is finalised, and may submit the internally collected PoF, logs and correspondence to the PSP/acquirer in defence of the transaction. This is expressly permitted in the Delivery & Fulfilment Policy and in the Refund Policy.

10.5.3. If the external chargeback results in a forced reversal that contradicts the Platform decision, the Company reserves the right to (i) treat the Buyer's protection for that Order as exhausted, (ii) re-debit or withhold future payouts to the same Buyer account (where lawfully possible), and/or (iii) report the behaviour as abusive under the Prohibited Items and Restricted Activities Policy.

## 10.6. Finality, Evidentiary Priority and Late Claims.

10.6.1. Auto-Confirmation after seventy-two (72) hours, combined with valid Seller PoF meeting the evidentiary matrix in the Delivery & Fulfilment Policy, is final and conclusive for Escrow release, except where manifest fraud or technical error is proven.

10.6.2. Where the Buyer files a Dispute without the minimum artefacts listed in the policy schedules, the Company shall issue a cure request with a short deadline; if the Buyer fails to cure, the Company may adjudicate solely on Seller PoF and Platform logs.

10.6.3. Disputes raised after Auto-Confirmation, without an accompanying Risk Hold / Compliance Freeze or fraud evidence, may be closed without further review.

# 11. RETURNS, RE-DELIVERY AND WARRANTY SCENARIOS

## 11.1. Digital and Limited-Remedy Character.

11.1.1. The services made available through the Platform concern the supply of digital, fungible in-game valuables only. As such, the conventional consumer paradigm of “returning” a product and receiving a full refund does not ordinarily apply.

11.1.2. Where a delivery issue arises, the Buyer’s remedies are confined to those expressly described in these Terms together with the Company’s publicly published delivery, refund and warranty instruments for the relevant game or delivery method. In practice this means: (a) re-delivery of the same denomination through the same or an equivalent technical channel, or (b) a proportional (pro tanto) financial or balance adjustment for the undelivered part. It does not mean open-ended rescission of the transaction.

## 11.2. Re-Delivery in Curable Scenarios.

11.2.1. The Company may order, arrange or authorise re-delivery for the same Order where the original delivery was not completed, or was only partly completed, due to a circumstance that is recognised in the Company’s public policies as curable, including, without limitation:

- (a) a temporary or documented fault on the game / publisher side which prevented the credited amount from appearing;
- (b) partial crediting where only part of the ordered denomination was accepted by the publisher environment at that time;
- (c) a publisher- or game-imposed cap or daily/weekly limit which made it technically impossible to drop the full denomination in a single operation;
- (d) a delivery execution error that the Company or the fulfilment source acknowledges and is able to repeat correctly.

11.2.2. Any re-delivery is performed strictly for the original Order ID, within the technical constraints of the relevant game and the stock or routing actually available at the time. It does not create a new contract or new entitlement.

11.2.3. If the originally selected delivery channel is no longer available or no longer supported by the publisher or external platform, the Company may substitute a functionally equivalent channel (for example, in-game mail instead of auction transfer, or split deliveries instead of a single drop)

provided that the Buyer ultimately receives the correct in-game denomination in the correct game environment.

11.2.4. Where the initial shortcoming results from the Buyer's own non-performance of the method-specific instructions (for example, the Buyer did not list the in-game item, did not appear in-game, chose a wrong server, or kept the account locked), the Company may make re-delivery conditional upon the Buyer first curing such non-performance, and may limit the number of re-delivery attempts to what is commercially and technically reasonable.

### **11.3. Proportional (Pro Tanto) Closures.**

11.3.1. If, after reasonable attempts, only part of the ordered denomination can be validly delivered (for example, because the publisher enforces a cap; because only part of the Buyer's data was usable; or because the Seller's routable stock for that game/region is objectively exhausted), the Order may be closed on a pro tanto basis.

11.3.2. In a pro tanto closure, the Buyer retains the portion actually received, and the Company processes a refund or adjustment only for the undelivered portion, calculated on the same price basis and in the same transactional currency as at checkout. Where the Company cannot recover PSP or FX costs already charged by third parties, the refunded amount may be net of such non-recoverable charges, insofar as this is compatible with mandatory consumer law.

11.3.3. A duly notified pro tanto outcome constitutes a final commercial settlement for that Order and does not entitle the Buyer to re-open the entire transaction as if no delivery had occurred.

### **11.4. Exclusions for Prohibited, Sanctions-Sensitive or Non-Indemnifiable Transactions.**

11.4.1. If, during the processing of an Order or a subsequent review, it appears that the transaction concerns items, delivery routes, counterparties, jurisdictions or behaviours that are listed in the Company's publicly published rules on prohibited items and restricted activities, the Company may refuse to apply re-delivery or any warranty-type compensation to that Order.

11.4.2. In such circumstances the Company may instead apply the compliance and platform-integrity tools described in its public documentation (including suspension of the Order, withholding or non-release of funds to the fulfilment source, or disabling of access), and shall provide a refund only where this is (i) expressly required by Applicable Law or (ii) expressly provided for in another published policy of the Company.

11.4.3. No remedy shall be available where the Buyer has deliberately provided false identity, age, delivery or jurisdictional data to bypass sanctions, AML/CFT, game-policy or regional restrictions.

### **11.5. Publisher / Game-Operator Intervention After Valid Delivery.**

11.5.1. Where the Company (or its fulfilment source) has executed the delivery in accordance with the declared method and this is supported by internal logs or other delivery evidence, any subsequent action by a third-party publisher or game operator — including bans, wipes, rollbacks, account sanctions or removal of balances — shall not, by itself, create a fresh obligation on the Company to re-deliver, refund or indemnify.

11.5.2. An exception shall apply only where a specific, publicly published policy of the Company expressly classifies the relevant publisher-side event as compensable and specifies the form and

time limit of such compensation; in that case the remedy shall be applied narrowly and only to the extent and within the period set out there.

### **11.6. Procedural Link to the Dispute Mechanism.**

11.6.1. Re-delivery and pro tanto adjustments are available only if the Buyer has: (a) reported the issue within the applicable Acceptance Window for that Order, and (b) supplied the minimum evidentiary artefacts required for that game, method or publisher environment (for example, in-game screenshots, mailbox status, auction listing status, or other game-side confirmations).

11.6.2. If the Buyer fails to provide such artefacts, provides them late, or provides artefacts that do not correspond to the Order ID, game, server or method actually used, the Company may resolve the case solely on the basis of its own logs and Proof-of-Fulfilment and may close the Order without applying a warranty scenario.

11.6.3. A request for re-delivery submitted outside the Acceptance Window may be declined without substantive review, unless another published policy of the Company allows late evidence for that particular delivery method.

### **11.7. Priority of Compliance and Risk Controls.**

11.7.1. Where a delivery issue coincides with, or is discovered in parallel with, sanctions, AML/CFT, fraud, chargeback or high-risk signals, the Company shall first complete the relevant compliance review. For that period, all indicative operational timelines for re-delivery, partial refunds or other warranty actions shall be deemed suspended.

11.7.2. The Buyer shall cooperate with such compliance review, including by supplying identity, payment, geo-location or gameplay/delivery data that reasonably shows the legitimacy of the transaction. Non-cooperation may result in the warranty scenario being refused.

11.7.3. Upon successful completion of the review, the Company shall either apply the appropriate cure (re-delivery or pro tanto) or confirm refusal, depending on the outcome of the compliance assessment.

### **11.8. Reservation of Mandatory Consumer Rights.**

11.8.1. Nothing in this Section 11 shall be construed as excluding statutory, non-waivable remedies available to consumers under the mandatory law of their habitual residence (notably within the EU/EEA, the United Kingdom and the United Arab Emirates) concerning non-conforming digital content.

11.8.2. To the extent such mandatory remedies must be given effect, they shall be channelled through the delivery, dispute and warranty procedures described in the Company's publicly published documentation so as to preserve traceability of Orders and delivery evidence.

## **12. PROHIBITED ITEMS, RESTRICTED ACTIVITIES AND USER CONDUCT**

### **12.1. Incorporation of the Prohibited Items and Restricted Activities Policy.**

12.1.1. The Company maintains and publishes a policy titled "Prohibited Items and Restricted Activities Policy" which sets out, in an exhaustive and periodically updated manner, the categories

of digital goods, transaction patterns, jurisdictions and user behaviours that are not permitted on or through the Platform.

12.1.2. That policy is hereby incorporated by reference into these Terms and shall be read as forming part of the present Section 12. In the event of doubt as to whether a particular item, delivery route or behaviour is allowed, the version of the Prohibited Items and Restricted Activities Policy published on the Platform at the time of the Order shall prevail.

12.1.3. The User is responsible for familiarising themselves with that policy prior to placing Orders or attempting to use the Platform for trading or delivery.

## **12.2. General Prohibitions.**

Without prejudice to any more detailed listing in the Prohibited Items and Restricted Activities Policy, the following activities are expressly prohibited on or in connection with the Platform:

12.2.1. listing, requesting, purchasing or attempting to deliver any in-game valuables, items, services or routes that are explicitly labelled by the Company as prohibited, unsupported, high-risk or non-indemnifiable;

12.2.2. using the Platform to traffic, sell or otherwise deal in stolen, hacked, fraudulently obtained or otherwise unauthorised game accounts or access credentials;

12.2.3. using the Platform to obtain or distribute software, scripts, bots, exploits, cheats or other tools intended to manipulate, automate, bypass or undermine the normal functioning of a game, publisher platform or of the Platform itself;

12.2.4. attempting to circumvent or violate a game publisher's end-user licence agreement (EULA), terms of service or in-game trade rules in a manner that exposes the Company, the Seller or other Users to bans, wipes, rollbacks or enforcement actions;

12.2.5. conducting real-money trading (RMT) or side-channel trading for the same game or denomination outside the Platform (including via messengers, social media or direct payment) while seeking to rely on the Platform's escrow, buyer-protection or dispute mechanisms;

12.2.6. providing false, incomplete or obfuscated identity, age, jurisdiction or delivery data with the purpose or effect of evading sanctions, AML/CFT screening, geographic restrictions or game/publisher rules;

12.2.7. using the Platform, directly or indirectly, for any purpose connected with money laundering, terrorist financing, proliferation financing, sanctions evasion, fraud, carding or mule activity.

## **12.3. Sanctions, AML/CFT and High-Risk Jurisdictions.**

12.3.1. Any attempt to transact with, for the benefit of, or on instructions from, a person or entity subject to applicable sanctions, or located in a jurisdiction designated by the Company as restricted, is prohibited.

12.3.2. Where the Company identifies such an attempt, it may immediately suspend the relevant Order, apply a Compliance Freeze to all related accounts, and withhold authorisation for any payouts or refunds until the matter is resolved in accordance with the Company's publicly published sanctions and AML/CFT statements.

12.3.3. The Company reserves the right to report suspected sanctions or AML/CFT breaches to competent authorities or to its payment and banking partners, to share relevant transactional data to the extent permitted by law, and to decline to provide further services to the User concerned.

#### **12.4. Off-Platform and Fee-Circumvention Conduct.**

12.4.1. The Platform's buyer-protection, escrow and dispute mechanisms apply only to Orders executed fully through the Platform's authorised payment and delivery channels.

12.4.2. If the Company detects that a User has arranged payment or delivery off-platform, or has attempted to divert a Platform-mediated transaction so as to avoid Platform fees or commissions, such transaction shall be deemed not covered by the Company's protections.

12.4.3. In such cases the Company may, at its discretion, suspend or close the User's account, refuse to process further disputes from that User, and record the behaviour as abusive for future risk assessment.

#### **12.5. Enforcement Measures.**

12.5.1. In the event of any breach or reasonable suspicion of breach of this Section 12 or of the Prohibited Items and Restricted Activities Policy, the Company may, without prior notice and without liability to the User:

- (a) suspend, restrict or permanently disable access to the Platform or to specific storefronts;
- (b) impose or extend a Risk Hold or Compliance Freeze over active Orders and related payouts;
- (c) instruct the integrated payment service provider not to release funds to the Seller or to any third party pending investigation;
- (d) cancel the relevant Order if delivery has not yet been completed; and/or
- (e) notify competent regulatory, supervisory or law-enforcement bodies where the conduct may constitute a legal or regulatory offence.

12.5.2. Where such conduct has caused actual loss, chargeback exposure, fines, scheme penalties or claims from publishers or payment partners, the Company may seek indemnification from the User under Section 17 of these Terms.

#### **12.6. Right of Immediate Termination.**

12.6.1. The Company shall have the right to terminate, with immediate effect, any contractual relationship with a User who engages in prohibited or sanctions-evasive behaviour, or who repeatedly attempts to trade in non-supported or high-risk game environments.

12.6.2. Termination under this clause shall not affect the Company's right to retain or to cause to be retained any funds that must lawfully remain on hold in connection with AML/CFT, sanctions or fraud investigations, nor shall it affect the Company's right to keep records of the incident for audit and compliance purposes.

#### **12.7. No Circumvention by Means of Multiple Accounts.**

12.7.1. Users shall not create multiple accounts or use the accounts of others in order to bypass the prohibitions, delivery limits, jurisdictional restrictions or sanctions checks described above.

12.7.2. Accounts reasonably believed to be part of the same beneficial ownership structure and used for circumvention may be linked and actioned together.

## 13. COMPLIANCE LAYER (AML, SANCTIONS, FRAUD, KYC)

### 13.1. Purpose and Primacy of Compliance Controls.

13.1.1. The Company operates the Platform under a compliance framework that prioritises anti-money-laundering and counter-terrorist-financing (AML/CFT), sanctions adherence, fraud prevention, and platform-integrity safeguards.

13.1.2. The Buyer's and any other User's access to delivery, to payouts/refunds, and to certain Platform features is therefore conditional upon successful completion of the checks described in this Section 13 and in the Company's publicly published AML/CFT and sanctions statements.

13.1.3. Where a compliance requirement and a commercial/operational timeline conflict, the compliance requirement shall prevail.

### 13.2. Right to Request Identification and Supporting Documents.

13.2.1. The Company may, at any time before releasing funds, closing a dispute, unfreezing an Order, or enabling further transactions, request from the User information and documents sufficient to:

- (a) identify the User (full name, date of birth, nationality, and, where applicable, company name and registration details);
- (b) verify the User's contact and billing details;
- (c) evidence the lawful ownership and/or lawful use of the payment instrument utilised; and
- (d) clarify the connection between the User and the game account / in-game destination to which the In-Game Valuables are being delivered.

13.2.2. In higher-risk scenarios, the Company may apply enhanced due diligence (EDD), including requesting a copy of an official identity document, proof of address, proof of source of funds or source of wealth, or further information on the purpose of the transaction.

13.2.3. The User acknowledges that providing such information and documents is a condition for the continuation or completion of the Order.

### 13.3. KYC/CDD/EDD as Condition Precedent to Release.

13.3.1. If a transaction is flagged by the Company's systems, by its payment partners or by a third-party marketplace as unusual, high-risk or sanctions-sensitive, the Company may suspend auto-confirmation, payout to the Seller, or refund to the Buyer until KYC, customer due diligence (CDD) or enhanced due diligence (EDD) has been satisfactorily completed.

13.3.2. During such suspension, all delivery, refund and dispute-handling time limits otherwise shown in the Platform shall be deemed tolled and shall resume only once the review has been closed.

13.3.3. Failure or refusal by the User to provide the requested KYC/EDD information within a reasonable time may result in the Order being cancelled without release of funds, or the account being restricted, to the extent permitted by Applicable Law and the Company's public policies.

### 13.4. Sanctions and High-Risk Jurisdictions.

13.4.1. The Company screens Users, payment flows and, where practicable, in-game destinations against applicable sanctions lists and restricted jurisdictions.

13.4.2. If a Sanctioned Person, a Restricted Jurisdiction or another sanctions trigger is identified in relation to an Order, the Company may place that Order and any related funds under a Compliance Freeze until the status of the transaction is clarified with the relevant authorities or payment partners.

13.4.3. Where sanctions or export-control laws prohibit the transaction, the Company may cancel the Order and shall not be obliged to complete delivery or to release funds to any party that would cause a breach of such laws.

### **13.5. Fraud and Chargeback Risk.**

13.5.1. Where there are indications of card fraud, account takeover, synthetic identity, bot-driven transactions, affiliate manipulation or similar abuse, the Company may:

- (a) lock or restrict the User's account;
- (b) suspend or cancel the affected Orders;
- (c) retain or cause its payment service provider to retain the funds associated with the suspicious transaction; and
- (d) provide relevant information to the payment service provider, acquiring bank and, where appropriate, law-enforcement or supervisory bodies.

13.5.2. Any such retention is intended to protect bona fide Buyers and to enable the Company to respond to chargebacks or scheme enquiries.

### **13.6. Cooperation with PSPs, Card Schemes and External Marketplaces.**

13.6.1. The User acknowledges and agrees that, for the purposes of investigating fraud, AML/CFT suspicions, sanctions hits or payment disputes, the Company may share with its licensed payment service providers (PSPs), acquiring banks, card schemes and integrated external marketplaces those elements of the transaction and KYC data that are strictly necessary to identify the parties, reconstruct the transaction and assess its lawfulness.

13.6.2. Such disclosures shall be made in a proportionate manner and only to organisations that are themselves subject to confidentiality and data-protection obligations under Applicable Law.

13.6.3. Where an external marketplace has sourced or mirrored the transaction, the User accepts that such marketplace may need to see order-level or delivery-level data to reconcile the transaction or to respond to its own regulators.

### **13.7. Extension of Operational Timeframes.**

13.7.1. Any timeframes otherwise advertised to the User — including but not limited to auto-confirmation periods, dispute-resolution periods, re-delivery windows and payout/refund timelines — shall be automatically extended for the duration of an ongoing AML/CFT, sanctions or fraud review.

13.7.2. Upon completion of the review, the Company shall either proceed with the delivery/payout/refund (if the transaction is cleared) or cancel/retain/close the Order (if the transaction is found to be non-compliant), always in line with its publicly published policies and Applicable Law.

### **13.8. User's Consent to Compliance Processing.**

13.8.1. By using the Platform, the User gives explicit and informed consent to the collection, verification, storage and intra-group or partner-level sharing of identity, transactional and technical data for the purposes set out in this Section 13.

13.8.2. Such Processing is carried out on the legal bases described in the Company's Privacy and Cookie Policy (including detection and prevention of fraud/abuse, and compliance with legal obligations).

13.8.3. Where the User withdraws consent, refuses to provide information, or exercises a data-protection right in a way that makes compliance checks impossible, the Company may suspend or terminate service provision and may keep the minimum records necessary to demonstrate regulatory compliance.

### **13.9. Data Retention for Compliance.**

13.9.1. The Company may retain KYC, transactional and investigation records for as long as is required under the laws of the United Arab Emirates (including the Fujairah Creative City Free Zone framework) and, where applicable, under mandatory EU/UK rules on AML/CFT and financial-crime prevention.

13.9.2. Retention periods for compliance data may be longer than ordinary platform-usage retention periods and are not shortened by account closure where the law requires records to be kept.

### **13.10. No Obligation to Disclose Complete Rationale.**

13.10.1. Where permissible under Applicable Law, the Company may decline to provide the User with the full details or sources of a sanctions, AML/CFT or fraud alert if disclosure could compromise ongoing monitoring, internal risk systems, or a request from a competent authority.

13.10.2. In such cases the Company shall inform the User, in general terms, that the transaction or account is subject to compliance review and that operational timelines are paused.

## **14. DATA PROTECTION, COOKIES AND COMMUNICATIONS**

### **14.1. Incorporation of Privacy & Cookie Policy**

14.1.1. The Company's publicly published document titled "Privacy & Cookie Policy (including Cookie Notice)" (the "Privacy & Cookie Policy") is hereby incorporated into these Terms by reference and governs the collection, use, disclosure, storage, international transfer and retention of Personal Data processed through or in connection with the Platform.

14.1.2. For data-protection purposes, the controller is SellMMO Group FZ LLE, Fujairah Creative City Free Zone, Office 1309, 13th Floor, Creative Tower, Fujairah, United Arab Emirates, PO Box 4422, Licence No. 14608/2019.

14.1.3. If and when the Company is required under EU/EEA or UK data-protection rules to appoint a representative and/or a Data Protection Officer, the respective details shall be published in the Privacy & Cookie Policy and shall form part of the Company's public disclosure framework.

14.1.4. In case of discrepancy between this Section 14 and the Privacy & Cookie Policy on a data-protection matter, the Privacy & Cookie Policy shall prevail, as the more detailed regulatory implementation.

## 14.2. DSAR and Contact Channels

14.2.1. The Company maintains separate and continuously available channels for: (i) general / customer support, (ii) privacy- and data-subject-related requests (DSARs), and (iii) order-bound or dispute-bound communications from within the user account. The current links, addresses and forms for all such channels are published in the footer area of the buyer-facing websites and storefronts operated on the Company's Platform, including influencer-branded storefronts hosted by the Company, and shall be deemed incorporated into these Terms by reference.

14.2.2. A Data Subject may submit a DSAR only through the contact methods published in such footer area (including the dedicated privacy contact or webform, where available). Statutory response periods start to run only after the Company has been able to verify the identity of the requester in accordance with the Privacy & Cookie Policy.

14.2.3. DSARs, privacy enquiries, consent choices and key account/policy acknowledgements may be entered into a dedicated log or register and retained for as long as is necessary to demonstrate compliance with data-protection, consumer-protection and financial-crime-prevention obligations, and in any event for at least the minimum period stated in the Privacy & Cookie Policy.

14.2.4. The Company may limit, defer or refuse a DSAR where disclosure would (a) compromise platform or account security, (b) reveal confidential business information or internal compliance methods, or (c) conflict with mandatory retention or freeze duties (including AML, sanctions, fraud or payment-scheme requirements). In such cases the User will be informed to the extent lawfully permissible.

## 14.3. Cookies, Tracking, Pixels and Consent

14.3.1. The Platform uses cookies, SDKs, local storage and comparable tracking technologies for the following purposes:

(a) strictly necessary/session – to operate the website, maintain sessions, enable checkout and store essential security preferences;

(b) functional/analytics – to understand use of the storefronts, detect abnormal activity and improve service;

(c) marketing/attribution – to measure conversions from legitimate advertising campaigns, including influencer storefronts.

The specific categories, durations and third parties are described in the Cookie Notice.

14.3.2. The Platform may deploy, in addition to its own technologies, certain third-party analytics and marketing pixels, including Google-related tags (e.g. Google Analytics, Google Ads tag) and Meta/Facebook pixel, for measuring storefront performance, attributing sales and preventing advertising fraud.

14.3.3. In jurisdictions where prior consent is required (notably EU/EEA and the United Kingdom), non-essential cookies and pixels shall be loaded only after the User has given an affirmative, recorded choice in the cookie banner or preference centre. The User will be able to:

- (a) accept all categories;
- (b) refuse all non-essential categories; or
- (c) selectively enable/disable analytics and marketing pixels, while keeping strictly necessary cookies active.

14.3.4. Where the User refuses marketing/retargeting cookies or pixels, the core functions (Storefront, checkout, dispute submission) shall remain available, but certain personalisation, campaign-attribution or influencer-specific reporting features may not be provided.

14.3.5. The Company keeps an audit trail of cookie/pixel consent actions (including timestamp, selected categories and policy version) so that it can evidence valid consent in case of disputes or regulatory checks.

14.3.6. Where the payment flow is temporarily handed off to a licensed payment service provider, that provider may set its own strictly necessary cookies for fraud-prevention or settlement; such cookies are governed by the provider's own notices and cannot be disabled by the Company.

14.3.7. For the avoidance of doubt, the Company does not intentionally transmit payment-instrument content or PSP session tokens through marketing pixels; event data are limited to what is technically necessary for page-view, purchase or conversion events as described in the Cookie Notice.

#### **14.4. Operational Communications and Service Messages**

14.4.1. By creating an account or placing an Order, the User authorises the Company to send operational and service messages that are indispensable for providing the Services, including but not limited to: order confirmations, delivery-status updates, dispute-status updates, KYC/EDD requests, suspension/freeze notices, and notices of changes to key policies.

14.4.2. Such operational communications are part of contract performance and/or compliance and are not subject to opt-out while the underlying Order, dispute or review remains open.

14.4.3. Marketing or non-essential promotional messages, if implemented, shall be sent only on the basis of consent or another lawful basis and shall always contain a simple unsubscribe/withdrawal mechanism.

#### **14.5. Lawful Bases, Retention and Priority of Compliance**

14.5.1. Personal Data may be processed simultaneously on several lawful bases, in particular: (i) to perform a contract with the Buyer; (ii) to comply with legal and regulatory duties, including AML/CFT, sanctions, accounting and record-keeping; and (iii) to protect the Company's legitimate interests in the security and integrity of the Platform.

14.5.2. If a User requests erasure or restriction of Personal Data that are still required for an active dispute, an active escrow, an open compliance review or a statutory retention period, the Company may defer or limit the execution of that request until the relevant purpose has been fulfilled.

14.5.3. Because delivery is performed through external Sellers or integrated platforms, the Company may disclose to such parties only those Buyer delivery data and technical parameters that are reasonably necessary to complete the transaction (such as game title, server/region, in-game identifier designated by the Buyer, ordered denomination and Order reference). Such

disclosure forms part of contract performance and is not considered a transfer of the User's account.

14.5.4. Personal Data are retained for as long as necessary to execute the Order, to handle any dispute or chargeback, to comply with financial-crime-prevention and accounting duties, and to establish, exercise or defend legal claims. Compliance-driven retention may exceed ordinary platform-usage retention and is not shortened by account closure.

#### **14.6. Footer Mapping and Publication Duty**

14.6.1. The Platform's footer shall consistently display links to the Company's main public policies and contact channels, including these Terms, delivery and refund policies, prohibited-items policy, sanctions/AML statements, Privacy & Cookie Policy, user instructions/FAQs and the DSAR/contact channel.

14.6.2. The Company maintains internal versioning and document-control records for the policies exposed in the footer so that, in the event of a dispute, it can show which version was publicly available at a given date.

### **15. INTELLECTUAL PROPERTY, PUBLISHER TAKEDOWN AND USE OF PLATFORM MATERIALS**

#### **15.1. Ownership of the Platform and Documentation**

15.1.1. All rights, title and interest in and to the Platform, including its architecture, storefront layouts, user flows, order-creation logic, escrow dashboards, dispute interfaces, text of public policies, visual identity, compilations of listings, and all underlying software and databases, are and shall remain the exclusive property of the Company or its lawful licensors.

15.1.2. Nothing in these Terms shall be construed as transferring to the User any proprietary right in or to the Platform; the User receives only a limited, revocable, non-exclusive and non-transferable right to access and use the Platform for the sole purpose of placing and managing Orders in accordance with these Terms.

15.1.3. The structure, wording and sequencing of the Company's public policies (including these Terms) constitute protected material and may not be reproduced, republished, scraped or re-used for competing services without the Company's prior written consent.

#### **15.2. No Relationship with Game Publishers; Autonomy of the Company**

15.2.1. The Company is not affiliated with, endorsed by, or contractually bound to any specific game publisher, game operator or platform owner whose games or environments may be referred to descriptively in the Platform for the sole purpose of identifying the destination of In-Game Valuables.

15.2.2. References to game titles, publisher ecosystems, servers or factions are made purely for identification and routing purposes and do not imply sponsorship, approval or licensing by the respective rightsholder.

15.2.3. The Company's obligations towards Users arise from contract and Applicable Law, not from any private rules, community guidelines or commercial conditions of third-party publishers to

which the Company is not a party. Compliance with such publisher rules is the responsibility of the User (Buyer or Seller) who uses that publisher's service.

### **15.3. User and Influencer Content on the Platform**

15.3.1. Certain sections of the Platform (including white-label / influencer storefronts) may display content, descriptions, brand elements or media provided by influencers, partners or other Users. Such content is hosted or made visible by the Company for transactional purposes only and is not authored by the Company unless expressly stated.

15.3.2. By submitting, uploading or configuring any content to be displayed on the Platform (including product descriptions, nicknames, visual materials, influencer branding, promotional copy), the submitting party grants the Company a worldwide, non-exclusive, royalty-free, sublicensable and transferable licence to host, reproduce, display and communicate such content to the public for so long as the content is needed for the operation of the relevant storefront, for order execution, for evidentiary purposes, or for the protection of the Company's rights.

15.3.3. The submitting party warrants that such content does not infringe any third-party intellectual property, publicity or privacy rights and undertakes to indemnify the Company against any claims arising from inaccurate, unauthorised or infringing content supplied by that party.

15.3.4. Where the relationship with an influencer is governed by a separate influencer agreement or dashboard terms, those terms shall regulate the scope of the licence, permitted branding and takedown mechanics between the Company and that influencer; such terms are not public and do not create rights for other Users.

### **15.4. Use of Trademarks and Other Signs**

15.4.1. The Company's names, trade names, business identifiers, logos, interface elements and other distinctive signs may not be used by Users in domain names, advertisements, social media pages or software without the Company's prior written consent.

15.4.2. Third-party trademarks (including game titles and publisher names) that appear on the Platform remain the property of their respective owners. They are shown only to identify the target game or platform for delivery. Users shall not infer from such display any permission to reuse, redistribute or monetise those marks.

15.4.3. Any attempt to remove copyright notices, licence banners or proprietary legends from the Platform or public policies shall be deemed unauthorised use and may lead to suspension of access.

### **15.5. Publisher / IP Takedown – Limited, Law-Driven Mechanism**

15.5.1. Because the Company is not a party to the EULA or commercial terms that a publisher may impose on its own players, the Company does not automatically apply or enforce the publisher's private restrictions against Users.

15.5.2. However, where the Company receives a legally sufficient notice from a person or entity that credibly demonstrates ownership of copyright, trademark or other IP rights, and that such rights are being infringed or unlawfully exploited through material displayed on, or transactions routed by, the Platform, the Company may, acting prudently and without admitting liability, promptly:

- (a) hide or delist the specific storefront item or content;
- (b) suspend the underlying Order until the matter is clarified; and/or
- (c) request additional information from the User who supplied or configured the content.

15.5.3. Such action is taken to mitigate legal exposure and to preserve evidence; it does not constitute recognition that the publisher's internal game rules are binding on the Company or on other Users.

15.5.4. Where the impugned content or listing was created or triggered by a User (including an influencer), and it is later established that it infringed a third-party IP right or unlawfully used a trademark, that User shall reimburse the Company for reasonable, documented losses and expenses incurred as a direct result of having to remove, defend or process the claim.

15.5.5. The Company reserves the right to share with the complaining rightsholder only such User information as is strictly necessary to identify the source of the infringement and only to the extent permitted by Applicable Law and the Company's Privacy & Cookie Policy.

## **15.6. Prohibited Uses of Platform Materials**

15.6.1. The User shall not copy, frame, mirror, scrape, mine or otherwise systematically extract Platform content (including policy texts, game-route descriptions and delivery-method tables) for the purpose of creating or improving a competing marketplace, escrow solution or digital-goods storefront.

15.6.2. The User shall not reverse engineer, decompile or otherwise attempt to discover the source code, algorithms or delivery-routing logic of the Platform, except where such restriction is prohibited by Applicable Law and only after giving the Company a written opportunity to provide the required interoperability information.

15.6.3. Any automated access (bots, crawlers, scripts) that is not expressly authorised in writing may be blocked, rate-limited or traced by the Company's security systems.

## **15.7. Preservation of Company's Remedies**

15.7.1. If the Company becomes involved in any claim, complaint or regulatory enquiry arising from a User's breach of this Section 15, the Company may, in addition to other remedies in these Terms:

- (a) suspend the User's account or storefront;
- (b) place or maintain a Risk Hold / Compliance Freeze on related Orders; and
- (c) use the User's contact channels to request clarifications, licences or takedown confirmations.

15.7.2. Suspension or takedown under this Section 15 shall not of itself entitle the User to any refund or compensation, save where expressly required by Applicable Law or where the Company confirms that the claim was manifestly unfounded.

# **DISCLAIMERS, ALLOCATION OF RISK AND LIMITATION OF LIABILITY**

## **16.1. Platform Provided "As Is / As Available."**

16.1.1. The Platform – including, without limitation, all public storefronts, white-label / influencer storefronts, embedded buyer journeys, order and delivery dashboards, dispute and evidence-

upload modules, as well as integrations with external marketplaces and licensed payment service providers – is made available to Users strictly on an “as is” and “as available” basis.

16.1.2. To the maximum extent permitted by Applicable Law, the Company expressly disclaims all express or implied warranties, conditions, undertakings or representations, including (but not limited to):

- (a) any implied warranty of merchantability or satisfactory quality;
- (b) any implied warranty of fitness or suitability for a particular purpose, use case or game;
- (c) any warranty of continuous, error-free or interruption-free availability of the Platform or of any specific delivery method;
- (d) any warranty of compatibility or ongoing interoperability with a particular game, publisher environment, in-game messaging/trading channel or external marketplace; and
- (e) any warranty that the information, prices, stock indications, delivery windows or UI elements displayed at a given moment will remain unchanged or available at a later moment.

16.1.3. The User acknowledges that the successful digital delivery of a fungible in-game currency is contingent on the simultaneous functioning of several external or third-party layers that the Company does not control – including game or publisher servers, their internal anti-abuse rules, temporary technical restrictions, PSP / acquiring bank approvals, card-scheme fraud checks, network availability, and the Buyer’s own in-game availability or correct input of delivery details.

16.1.4. The Company reserves the right to carry out maintenance, updates, hotfixes, changes of delivery logic or PSP re-routing at any time. During such periods the Platform, or individual games / delivery methods, may be temporarily unavailable or slower to confirm delivery. Such temporary unavailability or degradation of service quality shall not constitute a breach of contract and shall not give rise to damages, provided that Orders already accepted are processed in accordance with the applicable public policies once the impediment is removed.

16.1.5. The Company does not guarantee that the Platform will be free from vulnerabilities, attacks or unauthorised interference by third parties; however, it applies reasonable technical and organisational measures proportionate to the nature of the service. The User remains responsible for using up-to-date devices, secure connections and for safeguarding their credentials in accordance with these Terms.

16.1.6. Where a specific jurisdiction (notably within the EU/EEA or the United Kingdom) does not allow the exclusion of certain statutory guarantees for consumers, the above disclaimers shall apply only to the fullest extent permitted in that jurisdiction, and shall not deprive the User of any non-excludable mandatory right.

## **16.2. Aggregator / Escrow-Facilitator Capacity.**

16.2.1. The Company operates only as a technical, transactional and compliance facilitator of an escrow-based workflow that connects a Buyer’s Order with an external or independent fulfilment source (including Sellers routed from external P2P marketplaces or publisher-linked environments). The Company’s role is to expose the buyer-facing compliance layer, to coordinate the routing/delivery sequence and to control the conditional release of funds; it does not originate, manufacture or commercially “sell” the In-Game Valuables.

16.2.2. The underlying supply of In-Game Valuables is effected by an independent Seller or external platform to which the Order has been synchronised. The Company is not the merchant/seller of record, is not the Buyer's or Seller's agent, and does not assume the Seller's performance risk beyond the dispute, refund and re-delivery procedures expressly published by the Company.

16.2.3. All choices as to whether to buy, for which game/server/region, in which denomination, and via which delivery method are made solely, freely and knowingly by the Buyer, based on the information shown in the interface. The Company neither advises on, nor guarantees, the suitability of a particular game environment for such delivery.

16.2.4. Because delivery ultimately occurs inside third-party publisher ecosystems that the Company does not control and with which it has no contractual privity, the Company cannot and does not warrant that the Buyer's chosen game account, character, mailbox or comparable environment will accept, retain or continue to display the delivered denomination, nor that the Buyer's own subsequent in-game behaviour will remain compliant with that publisher's rules.

16.2.5. The Company's obligations in connection with any Order are therefore limited to (i) operating the Platform and escrow logic as described in the public policies, (ii) assessing disputes within the published evidentiary standards, and (iii) applying the remedies expressly provided in those policies; all other commercial, publisher-side or account-side consequences remain with the Buyer.

### **16.3. Publisher / Game-Operator Actions Outside Company Control.**

16.3.1. Online games, publisher platforms and related multiplayer environments are governed exclusively by their own End User Licence Agreements (EULAs), terms of use, game rules, anti-abuse frameworks and internal enforcement tools, which are established and modified unilaterally by the respective publisher or platform operator. The Company does not draft, negotiate or accede to those rules and has no contractual privity with such publishers in respect of the Buyer's individual game account.

16.3.2. Such publishers and platform operators may, at their sole discretion and without prior notice to the Company or to the Buyer, apply one or more of the following: account or character bans, temporary or permanent suspensions, wipes, rollbacks, balance removals, restrictions on trading or mail, caps on in-game transfers, security locks, automated anti-bot or anti-farming responses, or other enforcement measures which they deem appropriate under their internal policies.

16.3.3. Because the delivery of In-Game Valuables under these Terms takes place inside those third-party environments, and because the Company has no control over, or means to prevent, such publisher-side enforcement, the Company shall not be liable for, and shall not make ex gratia payments for, consequences caused by the publisher's or platform operator's action, including, without limitation:

- (a) loss of access to, or usability of, a game account, character, mailbox or storage;
- (b) loss, wipe, rollback or zeroing of the denomination that was previously shown as delivered;
- (c) loss of game progress, rankings, achievements, cosmetic or collection items, guild/clan status or other purely in-game advantages;

(d) loss of any “sentimental”, “time-investment”, reputational or similar non-pecuniary value attached by the Buyer to the account or character;

(e) permanent or temporary exclusion from specific PvE/PvP content, auctions, trades or other game features;

(f) publisher-imposed investigation holds which delay visibility of the delivered currency.

16.3.4. The only exceptions to the foregoing are those limited scenarios which the Company itself has expressly and publicly described in its delivery, refund, dispute or warranty policies as eligible for re-delivery or proportional (pro tanto) refund (for example, a provable non-delivery within the Acceptance Window): such scenarios shall be applied strictly, to the extent and within the time limits stated there, and shall not be interpreted as a general undertaking by the Company to insure the Buyer against publisher actions.

16.3.5. The Buyer acknowledges that certain publisher actions are triggered not only by the fact of receiving a denomination, but also by the Buyer’s own in-game conduct before, during or shortly after delivery (for example, repeated contacts with game support about the transfer, unusual trading patterns, immediate re-selling, or disclosure that currency was purchased from a third party). Where the publisher’s action can reasonably be linked to such Buyer conduct, the Company may treat the delivery as properly executed on the basis of available Proof-of-Fulfilment.

16.3.6. Publisher-side logs, statements or helpdesk replies provided to the Buyer are not binding on the Company and shall be treated as one evidentiary element among others. The Company will assess such materials together with its own delivery logs, Seller submissions and platform events, and will apply the outcome rules stated in its public policies.

16.3.7. The Company does not undertake to contact, challenge, appeal or otherwise seek reconsideration from a game publisher or platform operator on behalf of a Buyer or Seller, as the Company is neither a party to, nor a beneficiary of, the publisher’s EULA/ToS. Any attempt by the Buyer to obtain reinstatement of an account or balance must be pursued directly with the publisher, without prejudice to any remedy expressly offered by the Company in its own policies.

16.3.8. Where a publisher or platform operator directs the Company to remove a particular delivery route, denomination or listing for integrity or IP reasons, the Company may do so without liability to the Buyer, and may close any related Order under the then-effective refund/delivery rules, especially where continued fulfilment could expose the Company to sanctions, AML/CFT, IP or platform-abuse risk.

## 16.4. Buyer Behaviour During Delivery

16.4.1. Method-specific nature.

Delivery of In-Game Valuables through the Platform is performed exclusively by the supported methods described in the Company’s publicly published delivery and warranty documentation. Each supported method (including, without limitation, in-game mailbox delivery, face-to-face/onsite trade, auction/marketplace settlement, and EA FC/FIFA delivery workflows such as auction settlement and comfort trade) has its own mandatory Buyer actions. Those method-specific instructions, as exposed in the order screen, storefront messenger, notifications or other

approved communication channel, form part of the contractual delivery workflow and must be followed exactly.

#### 16.4.2. General Buyer duties applicable to all methods.

In all delivery scenarios the Buyer shall:

- (a) provide accurate game, server/realm, faction and character identifiers before delivery is initiated;
- (b) stay within the approved, platform-integrated communication channel and not shift coordination to third-party messengers or to the Publisher;
- (c) follow timing, sequencing and “be online / be present” requirements communicated for the order;
- (d) refrain from any disclosure to the Publisher, its support staff or public chats that a third-party marketplace, facilitator or Seller is delivering in-game currency; and
- (e) refrain from improvising, combining or altering the method (for example, requesting a face-to-face handover when the order is configured for mailbox or auction settlement).

#### 16.4.3. Mailbox / in-game post delivery.

Where the order is to be fulfilled via the game’s in-game mail/post system, the Buyer shall:

- (a) confirm the exact recipient character/account name, realm/server and, where applicable, faction, before dispatch;
- (b) not change the recipient details after dispatch has been triggered;
- (c) collect the dispatched currency within the usual in-game period; and
- (d) acknowledge that Publisher-side anti-fraud queues or latency of up to the buffer indicated in the delivery policy do not constitute non-delivery.

If the Buyer supplied a wrong character/realm/faction or changed them during dispatch, the Company may rely on the Seller’s PoF and close the Order without a free re-delivery, save where an applicable public policy expressly allows one corrective attempt.

#### 16.4.4. Face-to-Face / in-person in-game trade.

Where the method requires the Buyer to appear at a specific in-game location/time and accept a trade:

- (a) the Buyer must log in with the correct character and attend within the stated window (typically up to 60 minutes or as otherwise communicated);
- (b) the Buyer must accept the trade promptly and not cancel, relog, switch characters or move to another map unless the Seller instructs otherwise;
- (c) any “no-show”, late appearance or premature logout on the Buyer’s side may lead to conversion of the order to another supported method (for example, mailbox) or to closure/cancellation on the basis of the Seller’s attendance evidence;
- (d) impersonation or typographic manipulation by the Buyer (e.g. deliberate use of a similar nickname that is not the one in the Order) voids Buyer protection for that attempt.

#### 16.4.5. Auction House / marketplace settlement.

Where delivery is to be performed through an in-game auction house / marketplace, the Buyer shall:

- (a) create or purchase the listing strictly in accordance with the parameters generated by the Platform or Seller (placeholder item, exact price down to the smallest denomination, duration, and timing);
- (b) ensure they have sufficient in-game funds to cover Publisher-imposed taxes/fees on the listing;
- (c) not alter, cancel, re-list or substitute the instructed listing once the Seller has begun execution; and
- (d) re-list promptly if the listing was bought by a third party.

Any deviation by the Buyer from the instructed parameters (wrong item, wrong price, wrong duration, cancelled listing, no balance for tax) may be treated as Buyer-side error and may extinguish warranty, re-delivery or refund for that attempt.

#### 16.4.6. EA FC / FIFA and other credential-sensitive workflows (including comfort trade).

For delivery flows that require the Buyer to meet pre-conditions in the game ecosystem (for example, unlocked transfer market, empty transfer list, correct club, valid backup codes, temporary credential sharing only where expressly permitted in the public policies):

- (a) the Buyer must prepare the account exactly as instructed before Start-of-Fulfilment;
- (b) the Buyer must not change the account password, revoke access, start parallel sessions, open packs, list items or in any other way interfere with the transfer while it is in progress;
- (c) the Buyer must not contact the Publisher about unusual transfer activity during the delivery window;
- (d) if Publisher-side quotas (e.g. ~500 purchases per 48h) apply, the Buyer accepts tranche-based fulfilment and shall follow the tranche schedule communicated in the Platform;
- (e) any premature login, password change, 2FA change, or interruption caused by the Buyer during comfort-trade execution may nullify SLA targets and may lead to the order being closed on the basis of the Seller's PoF for the completed part.

#### 16.4.7. Prohibited behaviours during delivery.

Irrespective of the method, the Buyer shall not:

- (a) run bots, macros or automation tools during or immediately around the delivery window;
- (b) initiate parallel or conflicting trades for the same game/order with multiple Sellers or accounts (“double spending” in delivery);
- (c) attempt to stage, fabricate or edit screenshots/video in order to obtain an unwarranted refund;
- (d) move communications off the Platform to unverified channels for the purpose of altering the method or avoiding Platform logging.

Any such behaviour may be treated as interference with fulfilment and may result in Escrow forfeiture, account suspension and denial of Buyer protection.

#### 16.4.8. Consequences of non-compliance.

Where Platform/server logs and Seller submissions show that (i) the supported method was executed in accordance with the Company's workflows, but (ii) the Buyer failed to meet the

method-specific obligations above (for example, was offline, used wrong character, altered the listing, interfered with comfort trade, contacted the Publisher or disclosed the external source), the Company may recognise the delivery attempt as valid and close or resolve the Order on the basis of available Proof-of-Fulfilment. Any repeated or gratuitous re-delivery in such circumstances shall be at the Company's discretion only.

#### 16.4.9. No contradiction with method schedules.

If a rule in this Section 16.4 appears broader than a rule in a method-specific schedule published on the Platform, the method-specific rule for that particular game/method prevails for that delivery, and this Section is to be read mutatis mutandis so as not to dilute the method-specific evidentiary and behavioural requirements.

### **16.5. Off-Platform, Circumventing and Third-Party Dealings Not Covered**

16.5.1. The Platform's buyer-protection, refund, dispute, re-delivery and PoF-based closure mechanisms apply only to transactions that are (i) initiated through a storefront or embedded buyer journey administered by the Company, and (ii) fully processed through the Company's escrow-controlled sequence (payment → escrow instruction to PSP → delivery → acceptance / dispute).

16.5.2. Any transaction, payment, exchange of game-related value or promise of future delivery that the Buyer conducts directly with a Seller, with an influencer, with a contact obtained from the Platform, or on/through an external marketplace outside the Company's escrow-controlled sequence — including transactions intended to “save the fee”, “do it faster”, “repeat the last order but privately”, or “continue on Discord/Telegram/etc.” — is undertaken at the Buyer's sole and exclusive risk and is not covered by the Company's protections.

16.5.3. For the avoidance of doubt, Sellers and integrated external marketplaces are independent third parties. The Company does not own, control or supervise them and, save for issuing or withholding escrow-release instructions, has no practical means to compel them to perform off-platform promises. Accordingly, the Company:

- (a) shall not process disputes, chargebacks, reversals or evidentiary reviews relating to off-platform or fee-circumventing dealings;
- (b) shall not re-deliver or compensate for goods/services promised to the Buyer by a Seller or external marketplace outside the Platform; and
- (c) shall not disclose internal logs, KYC data or PSP-level information to support or “prove” an off-platform deal, except where required by Applicable Law or by a competent authority.

16.5.4. Where the Company detects patterns indicating that a Buyer and a Seller (or a Buyer and an influencer storefront) are attempting to shift transactions off the Platform while still relying on Platform protection (for example, opening a dispute on the Platform for a delivery that was actually negotiated and paid for off-platform), the Company may:

- (a) close such dispute as out of scope;
- (b) apply a Risk Hold or Compliance Freeze to related in-scope Orders; and/or
- (c) suspend or terminate the accounts involved, as provided in the sections on Suspension and on Prohibited Items & Restricted Activities.

16.5.5. Any statement by a Seller or by a third-party marketplace to the effect that “the Platform will cover you” or “you can dispute via the Platform later” for an off-platform deal shall have no legal effect on the Company and shall not extend the Company’s obligations beyond those expressly set out in these Terms and the publicly published policies.

16.5.6. Where payment for an off-platform deal was made through a method unconnected to the Platform (for example, direct wallet-to-wallet transfer, separate card payment, crypto transfer, or payment through the external marketplace’s own checkout), the Company has no access to and no control over such funds and therefore cannot assist with refunds, chargeback evidence or recalls for that transaction.

## **16.6. No Compensation for Account Value, Publisher-Side Consequences or Intangible Losses**

16.6.1. All refunds, re-deliveries, pro-tanto settlements and any other monetary or in-kind remedies that the Company may grant are, and shall remain, strictly tied to (i) a specific, duly created Order ID and (ii) the objectively quantifiable portion of In-Game Valuables which, following the Company’s internal verification and evidentiary review, was not delivered or was delivered only in part. Any claim that purports to exceed or aggregate beyond the relevant Order ID shall be inadmissible.

16.6.2. To the maximum extent permitted by Applicable Law, the Company shall not be liable for, and shall not indemnify, reimburse or otherwise compensate, any of the following categories of loss or alleged loss, even where the triggering enforcement action by a game publisher or platform operator occurred after a delivery that is evidenced by admissible Proof-of-Fulfilment:

- (a) “account value”, “market value of the account”, “club value”, “overall squad value”, “collection value” or any other accumulated or notional value that the Buyer subjectively attributes to their game profile, club, squad or account;
- (b) loss, wipe, rollback, trade-lock or confiscation of In-Game Valuables already confirmed as delivered in the Company’s systems;
- (c) loss of gameplay progress, transfer-market access, rankings, achievements, cosmetic items, unlocks or other in-game advantages;
- (d) loss of expected or speculative future trading, listing, re-listing, flipping or arbitrage opportunities (including inability to list or re-list because of daily caps, throttling or anti-RMT routines on the publisher side);
- (e) any “sentimental”, “moral”, “time-investment”, “prestige” or otherwise non-pecuniary value attached by the Buyer to the account or to specific items/players within the relevant game;
- (f) indirect, consequential, exemplary, punitive or incidental damages of any kind arising from, or connected with, publisher or platform enforcement.

16.6.3. Publisher-side interventions — including, without limitation, bans, suspensions, wipes, balance resets, trade locks, reverse transactions, investigations or temporary/permanent account restrictions — are events entirely outside the Company’s technical and legal control and therefore do not expand, extend or diversify the Company’s coverage or obligations, save only where a specific, narrow and time-limited scenario is expressly set out in a publicly published policy of the

Company (for example, a 24-hour post-delivery window for a defined failure pattern). In such a case, only that narrowly described scenario, and only within its stated time and value limits, shall apply.

16.6.4. For the avoidance of doubt, no dispute, refund or warranty claim may be used to “roll up”, reopen or retroactively re-examine historic top-ups, deliveries or listings that were previously (i) auto-confirmed after expiry of the Acceptance Window, or (ii) validly closed by the Company on the basis of sufficient Proof-of-Fulfilment. Each claim must remain confined to the last relevant Order and must follow the procedural and evidentiary rules laid down in the Company’s publicly published policies.

16.6.5. Where the mandatory consumer-protection law of the Buyer’s habitual residence (notably in the EU/EEA or the United Kingdom) grants certain non-waivable rights in respect of digital content, such rights shall be preserved but shall be exercised exclusively through, and within, the procedural mechanisms, evidentiary standards and time limits set out in the Company’s publicly published policies (including the Acceptance Window and any tolling during compliance reviews). Such rights shall not be construed as creating an entitlement to compensation for the value of the entire game account or for associated intangible interests.

16.6.6. Nothing in this clause prevents the Company, on a purely discretionary, ex-gratia and non-precedential basis, from extending a commercial gesture (goodwill) to a Buyer in the form of a partial refund, re-delivery or other accommodation; however, any such gesture shall not alter the allocation of risk set out in these Terms, shall not constitute an admission of liability, and shall not create a course of dealing that the Buyer or any other User may rely upon in future disputes.

## **16.7. External Infrastructure, PSP and Network Disclaimers.**

16.7.1. Independence of PSPs and Financial Intermediaries. Payments made in connection with Orders are processed exclusively through licensed payment service providers, acquiring banks and/or card schemes integrated into the Platform. Such entities operate under their own regulatory, technical and risk frameworks. The Company does not control and cannot accelerate or override (i) payment authorisation/decline decisions, (ii) settlement times, (iii) currency-conversion rates, (iv) 3-D Secure or other strong-customer-authentication steps, or (v) fees that those providers treat as non-refundable. Any delay, reversal, FX spread, hold, rolling reserve, additional verification or technical downtime on the side of such providers shall not be attributable to the Company and shall not give rise to damages or penalties against the Company.

16.7.2. No Custody / No Client-Money Character. For the avoidance of doubt, funds paid by the Buyer do not sit as client money on the Company’s own bank accounts: they remain within, or under the control of, the licensed payment service provider or other settlement intermediaries until the conditions for release are met. The Company’s role is limited to instructing or signalling release, hold or refund in line with these Terms and the applicable public policies; the Company does not provide regulated deposit-taking, money-remittance or virtual-asset services.

16.7.3. Third-Party Technical Environments. Completion of delivery and display of delivery status depend on the continuous availability of several external systems that the Company does not own or operate, including but not limited to: game/publisher servers, in-game trade or mail subsystems, auction/market modules, integrated P2P marketplaces, CDN and communication networks. The

Company does not warrant that such external systems will be up, responsive or free from throttling at the moment of delivery. A temporary outage or degradation of such systems shall suspend, but not extinguish, the operational timelines for delivery, dispute or auto-confirmation.

**16.7.4. Network, Browser and Device Dependencies.** Proper use of the Platform requires the User to have suitable hardware, software, browser settings, security software and internet connectivity. Failures, timeouts or packet loss on the User's side (for example, mobile-network drop during trade, browser not showing updated status, ad-blocker blocking a confirmation script) shall not be treated as non-delivery by the Company. In such cases the Company may rely on its own server-side logs and PoF.

**16.7.5. Maintenance and Updates.** The Company may, without liability, temporarily suspend parts of the Platform (including order chat, delivery-status widgets, influencer storefronts or specific payment methods) for maintenance, security patching or integration updates. Where this affects an active Order, relevant operational deadlines (including auto-confirmation and payout) shall be tolled for the duration of the suspension and shall resume once the service is restored.

**16.7.6. No Liability for Third-Party Content or Changes.** If a publisher, external marketplace or payment provider alters its API, business rules, risk filters or item/delivery taxonomy in a way that makes the originally chosen delivery method impossible or unusually risky, the Company may (i) switch to an equivalent method, (ii) hold the Order for clarification, or (iii) cancel and refund under the published refund rules. Such upstream changes shall not be considered a breach by the Company.

**16.7.7. Applicable Law Priority.** Where the mandatory consumer law of the User's jurisdiction requires reimbursement of specific, demonstrable costs caused exclusively by a payment error attributable to the Company's own system (and not to the PSP or bank), the Company will comply with that requirement; otherwise, all PSP-originated or network-originated issues remain outside the Company's liability perimeter.

## **16.8. Force Majeure and Regulatory Supervenience.**

**16.8.1. General rule.** The Company shall not be liable for any failure, hindrance or delay in performing, or for any deviation from, its obligations under these Terms where and to the extent that such failure, hindrance, delay or deviation is caused by events, circumstances or requirements beyond the Company's reasonable control ("Force Majeure"). Force Majeure shall include, without limitation: large-scale or local network failures; cloud or hosting outages; DDoS or other hostile cyber activity; publisher-side maintenance, hotfixes or game-version changes affecting delivery channels; outages or risk-locks at payment systems or card schemes; acts or directives of governmental, regulatory, free-zone or law-enforcement authorities; changes to applicable sanctions lists or export-control rules; material market disruptions; and natural or environmental events.

**16.8.2. Regulatory supervenience / supervening illegality.** If, after an Order has been placed, any transaction, payout, refund, re-delivery or data transfer becomes prohibited, reportable or subject to mandatory freeze as a result of (i) updated sanctions/designations, (ii) AML/CFT alerts, (iii) requests from a competent authority or PSP, or (iv) changes in the regulatory position of the relevant game/publisher jurisdiction, the Company shall be entitled to suspend, reshape or cancel

performance to the minimum extent needed to comply with such requirement. Such suspension or reshaping shall not constitute a breach by the Company.

**16.8.3. Suspension of commercial timelines.** For the duration of a Force Majeure event or compliance-driven pause (including AML/CFT, sanctions, fraud or high-risk-jurisdiction review), all commercial, indicative or UI-exposed timelines — including but not limited to delivery windows, Acceptance Window countdowns, auto-confirmation, payout to Seller, and refund execution — shall be deemed tolled and shall resume, or be recalculated, only after the underlying event or review has been resolved.

**16.8.4. Priority of compliance over speed.** The User acknowledges that, under the Company's publicly published AML, sanctions and fraud policies, compliance measures take priority over speed of delivery or payout. Accordingly, the Company shall not incur delay penalties, liquidated damages or similar contractual remedies for late delivery, late refund or late payout where the lateness is attributable to such compliance measures.

**16.8.5. Partial performance.** Where an event affects only part of the Services (for example, a specific game's delivery channel, or payouts to a particular jurisdiction), the Company may continue to perform unaffected parts and suspend only the affected part. Such partial performance shall be deemed proper performance for the unaffected portion of the Order.

**16.8.6. Notification.** Where commercially and legally feasible, the Company will post a notice in the Platform interface or send an operational message informing the User that an Order, payout or refund is being delayed or held due to Force Majeure or regulatory supervenience. Failure to notify immediately shall not remove or limit the Company's right to rely on this clause.

**16.8.7. No assumption of upstream risk.** If the root cause of the disruption lies with an upstream entity not controlled by the Company — including a publisher, external P2P marketplace, PSP, card scheme or free-zone authority — the Company shall be entitled to rely on that upstream entity's own restoration and release timelines, and shall not be required to provide substitute performance outside the remedies expressly provided in its public policies.

## **16.9. Limitation of Liability.**

**16.9.1.** Subject always to non-waivable consumer rights under Applicable Law, the total cumulative liability of the Company to any Buyer or other User arising out of, or in connection with, (i) a single Order, or (ii) a series of connected events relating to the same Order or account within a rolling period, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall in no event exceed the lesser of:

(a) one hundred United States dollars (USD 100); or

(b) the total Platform / service fees actually and lawfully retained by the Company in respect of that Buyer's transactions on the Platform during the preceding three (3) calendar months.

If, during such period, no Platform / service fees were actually and lawfully retained from that Buyer, the cap under sub-clause (b) shall be deemed to be zero (0), and the cap in sub-clause (a) shall apply.

**16.9.2. For the avoidance of doubt:**

(a) any amounts paid to, received by, or retained by independent Sellers, influencers, external P2P / marketplace operators, payment service providers, card schemes, acquiring banks or other third parties in the course of the transaction shall not be counted toward the cap in clause 16.9.1, even if such amounts were displayed to the Buyer in the checkout, order summary or invoice for transparency purposes;

(b) any denominations, mark-ups or FX spreads applied by third parties (including, without limitation, PSP or acquirer currency conversion), as well as any chargeback-handling, dispute-case or scheme-compliance fees imposed by PSPs, acquirers or card schemes, are external to the Company's commercial revenue and are therefore excluded from the Company's liability exposure and from the calculation of the cap in clause 16.9.1, and the Company shall have no obligation to reimburse or "make whole" the User for such third-party charges.

16.9.3. Where any publicly published policy of the Company governing the relevant scenario prescribes an even narrower cap — for example, a cap at (i) the amount of the relevant transaction, or (ii) USD 100, whichever is lower — that narrower cap shall prevail for that transaction, and the User shall not be entitled to rely on the higher ceiling in clause 16.9.1.

16.9.4. Under no circumstances shall the Company be liable for, and the User hereby irrevocably waives any claim in respect of:

(a) loss of profits, revenue, business opportunity or anticipated savings (including, for the avoidance of doubt, loss of streaming/creator income, affiliate payouts or sponsorships allegedly dependent on maintaining a particular in-game balance or account status);

(b) loss of perceived or subjective "account value", "collection value", "rarity value", "time-investment value", "club/squad value" or "market value of the account", or any other non-contractual, non-invoiced or self-assessed expectation of value;

(c) loss, downgrade or corruption of in-game progress, rankings, achievements, cosmetic items, unlocks or transfer-market access resulting from, or temporally connected with, publisher-side or platform-operator enforcement, including automated anti-RMT routines;

(d) indirect, incidental, special, exemplary, punitive or consequential damages of any kind, and any claims for distress, inconvenience or similar non-pecuniary harm;

(e) any consequences of publisher- or platform-operator enforcement (including, without limitation, bans, wipes, rollbacks, deletion of in-game mail, trade-lock, auction-house / marketplace lock, or retrospective application of the game's own anti-abuse rules), save only to the narrow extent and strictly within the time limits that are expressly stated for a specific scenario in the Company's publicly published policies (for example, a short "publisher-ban" window for a named title, if and when such window is published).

16.9.5. Where the User's own conduct, omission or non-compliance with method-specific delivery instructions — including, without limitation, (i) disclosing to the publisher, game support or in any public/chat channel that an external or third-party delivery is in progress, (ii) being offline or logged into the wrong character, account or server/region at the agreed delivery slot, (iii) failing to accept, collect or complete an in-game trade / mail / auction / marketplace transfer when prompted, (iv) using a VPN, proxy or other high-risk route that the Company's publicly published policies or the

order screen have expressly warned against for that game or method, or (v) attempting to arrange or complete the same transaction off-platform while at the same time seeking to rely on the Platform's protections — contributed to, triggered or materially aggravated the loss, delay or non-delivery, the Company's liability, if any, shall be reduced proportionally to that contribution or may be excluded altogether. Such reduction or exclusion shall be applied in accordance with the evidentiary standards, Proof-of-Fulfilment rules, applicable acceptance / dispute windows and buyer-fault criteria set out in the Company's publicly published delivery, refund and warranty policies.

16.9.6. No multiple recovery. If the Company has already applied one of the remedies contemplated by its publicly published policies for the same Order (for example, partial re-delivery, pro tanto refund, or dispute closure on the basis of sufficient Proof-of-Fulfilment), the Buyer shall not be entitled to claim an additional contractual, tortious or statutory compensation in excess of the cap in clause 16.9.1 for the same factual constellation. Users may not aggregate, bundle or otherwise consolidate claims arising out of multiple Orders, transactions or delivery attempts in order to circumvent or exceed the caps, time-bars or scenario-specific limits set out in this Section 16.9 or in the relevant publicly published policy.

16.9.7. Time- and Amount-Bar Priority. Any claim for monetary compensation against the Company arising from an Order must be raised within the same procedural windows that govern delivery disputes, refund requests and publisher-liability scenarios for that Order as set out in the Company's publicly published policies (including, where applicable, the acceptance window, dispute window or specific publisher-liability window). Where such policies prescribe a shorter procedural window and/or a lower monetary cap for a specific game, route or scenario, that shorter window and/or lower cap shall apply with priority over this Section 16.9. Claims submitted after the applicable window has lapsed, or in excess of the applicable cap, may be rejected as out of time or out of scope. In such cases the Company's system records (including Order data, Proof-of-Fulfilment artefacts and timestamps) shall be conclusive evidence of delivery, timing and amounts, unless the Buyer produces, within the applicable dispute window, contrary evidence of at least the same probative value under the evidentiary standards set out in the relevant public policies. Users may not rely on these Terms to reopen, extend or upscale a claim that is time-barred or amount-barred under the relevant policy.

16.9.8. If, in a particular jurisdiction (notably in certain EU/EEA Member States or in the United Kingdom), mandatory consumer-protection rules provide that specific categories of liability (for example, for certain types of digital-content defects) cannot be excluded or must, by law, be covered in an amount higher than one hundred United States dollars (USD 100), then this clause 16.9 shall apply only to the maximum extent permitted in that jurisdiction. In such cases, the caps, exclusions and time-bars set out above shall be interpreted mutatis mutandis so as to: (i) preserve their structure and commercial intent; (ii) give effect to the smallest permissible cap, exclusion or procedural window (converted, where necessary, into the local currency) that complies with such mandatory rules; and (iii) ensure that no broader, longer or higher level of coverage is deemed granted than is strictly required by the applicable law of that jurisdiction.

## 16.10. Reliance on Buyer-Provided Data.

16.10.1. The entire delivery workflow for In-Game Valuables is dependent on the parameters entered or confirmed by the Buyer (including game title, publisher platform, server/region, character/account ID, in-game mailbox or marketplace route, delivery time slot, and contact channel). The Company and/or the Seller are entitled to rely on such parameters as final and correct for the purposes of executing the Order.

16.10.2. The Buyer undertakes to provide only true, accurate, current and complete delivery and contact data at checkout and, where prompted, to correct them without undue delay. Providing fictitious, incomplete, conflicting or placeholder data (e.g. “test”, “12345”, “any server”) may be treated as a Buyer-caused impediment to delivery.

16.10.3. Misdelivery, failed delivery, partial delivery, delivery to the wrong in-game recipient, or inability to complete delivery caused by inaccurate, incomplete or inconsistent Buyer input shall, unless a specific public policy of the Company expressly provides otherwise, be for the Buyer’s account. In such circumstances the Company may, relying on its logs and on the Seller’s Proof-of-Fulfilment, close the Order as delivered or delivered *pro tanto*.

16.10.4. Where the data supplied by the Buyer appear contradictory (for example, game “A” but server belonging to game “B”, or character name not valid for the chosen region), the Company may either (i) pause the Order and request clarification, or (ii) cancel and refund in accordance with the refund and dispute procedures. Any pause for verification shall suspend delivery and payout timelines and shall not give rise to liability.

16.10.5. The Buyer acknowledges that, for certain delivery methods, the Company may request pre-delivery evidence (such as a screenshot of the in-game balance before delivery, or confirmation of the exact character name) to reduce the risk of misdelivery. Failure to provide such evidence within the operational window may result in the Order being delayed or closed on the basis of the information already provided.

16.10.6. Providing deliberately falsified artefacts, altered screenshots, or third-party account data that the Buyer is not authorised to use may be treated as a restricted or fraudulent activity and may lead to suspension of the account, imposition of a Risk Hold or Compliance Freeze, and refusal of any re-delivery, in line with the Company’s public policies.

16.10.7. For evidentiary purposes, the version of the delivery data stored in the Company’s systems at the time of escrow creation (Order ID, game, server, character/account identifier, method) shall prevail over later claims by the Buyer that “another” character or account was intended, unless such later claim is supported by timely, verifiable and policy-compliant artefacts.

## 16.11. No Duty to Monitor Publisher Rules.

16.11.1. The Company operates solely as an aggregator and escrow-facilitator of transactions between independent parties. It is not a party to, and has no mandate to interpret or enforce, any end-user licence agreement (EULA), terms of service, fair-play rules, monetisation policies, anti-RMT rules, marketplace rules or other internal governance instruments issued by game publishers or platform operators.

16.11.2. Publisher and platform rules are unilateral, may differ by region, game version or server, and may be changed, tightened or enforced retroactively by the publisher without notice to the Company. The Company does not undertake, and cannot reasonably be expected, to track all such changes across all games and regions to which Buyers may choose to apply delivered In-Game Valuables.

16.11.3. It is therefore the Buyer's sole responsibility to verify, before placing an Order, that (i) buying fungible in-game currency from an external source, (ii) receiving it via the selected delivery method, and (iii) using it on the Buyer's chosen game account are compatible with that game's or platform's current rules and with the Buyer's own account status (including prior warnings, strikes or probation imposed by the publisher).

16.11.4. The Buyer acknowledges that any indication in the Platform interface as to a delivery method being "commonly used", "recommended", "fast", "safe" or similar is operational, not legal in nature and reflects only what the Company or its Sellers can technically support at that moment. It shall not be construed as a legal or compliance assurance that the relevant publisher will tolerate or permanently allow that method.

16.11.5. If, after a valid delivery attempt, the publisher or platform operator blocks, deletes, freezes or investigates the relevant account, mailbox, character or in-game balance because its own internal rules were breached or suspected to be breached, this shall not create liability for the Company, save for any narrow and expressly stated remedy in the Company's publicly published policies.

16.11.6. The Company does not provide, and shall not be deemed to provide, legal, regulatory, tax or game-compliance advice to Buyers or Sellers. Any decision to proceed with a transaction in a particular game ecosystem is made freely and knowingly by the Buyer, and the Buyer assumes the corresponding in-game and publisher-facing risks.

16.11.7. For the avoidance of doubt, nothing in these Terms obliges the Company to negotiate with, seek approvals from, or obtain waivers from any publisher or platform operator in order to keep a Buyer's account, character or items unaffected; the Company has no privity of contract with such publishers and cannot compel them to reverse or relax their enforcement.

## **16.12. Service Modification Disclaimer.**

16.12.1. The Company reserves the right, acting in its capacity as platform operator and aggregator, to add, alter, suspend or withdraw any part of the Platform or its integrations at any time, without liability to Users and without prior notice, where such action is reasonably required for security, fraud-prevention, sanctions/AML compliance, technical stability, changes on the side of external marketplaces/publishers/PSPs, or for commercial viability.

16.12.2. Such modifications may include, without limitation: (i) temporary or permanent removal of a particular game, server or region from the storefront; (ii) deactivation or replacement of a delivery method that has become high-risk, technically unreliable or publisher-sensitive; (iii) switch, addition or deactivation of licensed payment service providers and acquiring partners; (iv) changes to the way Orders, disputes or PoF artefacts are displayed in the user interface; (v) introduction of

additional KYC/EDD steps for certain jurisdictions or transaction sizes; and (vi) currency or pricing recalibration due to FX or PSP-policy changes.

16.12.3. Because the Platform often relies on external publisher environments, integrated P2P marketplaces and third-party payment rails that are outside the Company's control, the Company cannot guarantee permanent availability of any specific game title, delivery route, check-out flow or PSP option. If such external party discontinues or degrades a function, the Company may mirror that change without being deemed in breach.

16.12.4. Orders that have already been validly accepted and escrowed before the effective time of the modification shall, as a rule, be processed under the policies and operational parameters in effect at the time of acceptance, except where a compliance hold (AML/CFT, sanctions, fraud, restricted jurisdiction, or publisher-enforcement risk) requires the Company to apply a stricter or updated procedure.

16.12.5. Where a discontinued delivery method was the only feasible method for the relevant game or server, the Company may: (i) offer an alternative method that is reasonably equivalent; or (ii) cancel the Order and process a refund in line with the Refund, Dispute and Buyer Protection Policy. In such a scenario, the Company's obligation is limited to refund/closure in accordance with those policies; it is not liable for any consequential or expectation losses.

16.12.6. Any informational or marketing materials mentioning availability of certain games, methods or PSPs are indicative only and do not constitute a guarantee of continued availability; the operative source is always the currently published version of the Platform and the public policies referenced in these Terms.

### **16.13. Priority of Compliance and Integrity**

16.13.1. Where there is any tension or overlap between (i) the disclaimers, risk allocations or liability limitations contained in this Section 16 and (ii) the Company's provisions on anti-money-laundering and counter-terrorist financing, sanctions screening, fraud prevention, or prohibited items and restricted activities contained elsewhere in these Terms or in any other publicly published policy of the Company, the provision that affords the higher level of protection to the Company's compliance, platform integrity and regulatory standing shall prevail and be applied.

16.13.2. For the avoidance of doubt, this priority applies in particular to: suspension or extension of delivery/acceptance windows; imposition of Risk Hold or Compliance Freeze; refusal of re-delivery or refund in prohibited/high-risk scenarios; requests for KYC/EDD; denial of DSARs that would undermine AML/sanctions investigations; and to the closing of Orders on the basis of internal Proof-of-Fulfilment.

16.13.3. The User expressly acknowledges and agrees that the disclaimers and limitations in this Section 16 are core, material conditions of access to and use of the Platform. The Platform is designed to facilitate escrow-based delivery of fungible in-game currency sourced from independent third parties; without the ability to (i) disclaim responsibility for publisher-side enforcement, (ii) limit liability to the transaction actually placed, and (iii) prioritise AML/sanctions integrity over commercial timelines, the Company could not lawfully or commercially operate this model.

16.13.4. Nothing in these Terms shall be construed as an undertaking by the Company to assume, replace or backstop the contractual or platform-level obligations of game publishers, external P2P marketplaces, payment service providers or Sellers; those actors remain third parties for whose acts or omissions the Company does not accept liability, save only to the extent expressly and narrowly provided in the Company's publicly published policies.

16.13.5. If any court or authority in the User's jurisdiction were to hold that a specific disclaimer or limitation in this Section 16 is unenforceable in that jurisdiction, such finding shall not affect the validity and enforceability of the remaining disclaimers and limitations, which shall continue to apply to the fullest extent permitted by Applicable Law.

## 17. INDEMNIFICATION AND USER'S LIABILITY

### 17.1. General Indemnity.

17.1.1. The User shall indemnify, defend and hold harmless SellMMO Group FZ LLE, its affiliates, directors, officers, employees and contractors (collectively, the "Indemnified Parties") from and against any and all losses, claims, demands, damages, liabilities, fines, penalties, chargeback amounts, scheme assessments, costs and expenses (including reasonable legal and investigation costs) arising out of or in connection with:

- (a) the User's breach of these Terms or of any publicly published policy of the Company incorporated herein;
- (b) the User's use of the Platform in a manner contrary to the declared delivery method or to the method-specific instructions;
- (c) the User's misrepresentation of identity, age, country of residence or beneficial owner; or
- (d) the User's attempt to rely on Platform protections for an off-platform or circumventing transaction.

### 17.2. Indemnity for Publisher / IP / Platform Claims.

17.2.1. If any game publisher, platform operator, rights holder, brand owner or other third party with arguable title to the relevant game ecosystem, trade marks or platform rules addresses to the Company any claim, notice, warning, takedown request, cease-and-desist, infringement report or abuse report alleging that an Order, listing, delivery route, campaign, influencer storefront or User conduct facilitated through the Platform has violated that third party's contractual rules, intellectual property, brand guidelines or platform-integrity standards, and if such allegation is attributable (directly or indirectly) to the User's conduct, omissions or disclosures, the User shall, to the fullest extent permitted by Applicable Law, indemnify and hold the Company harmless from the reasonably incurred consequences of such allegation.

17.2.2. For the purposes of clause 17.2.1, conduct "attributable to the User" shall include, without limitation:

- (a) the User disclosing to the publisher/operator that an external marketplace, escrow facilitator or third party is delivering in-game currency;

- (b) the User engaging in visible RMT behaviour or streaming/recording the delivery contrary to the method-specific instructions;
- (c) the User using, uploading or circulating infringing or confusingly similar marks, game art, screenshots, item names or publisher-proprietary content in a way that triggers an IP or brand-enforcement workflow;
- (d) the User requesting or insisting on a delivery route that is expressly discouraged or prohibited in the Company's public policies; or
- (e) the User using the Platform to facilitate a transaction in a prohibited or high-risk game segment that is more likely to be flagged by the publisher.

17.2.3. The indemnity under this Section shall cover, in particular and without limitation:

- (a) the costs of urgent takedown, delisting or suspension of the relevant Order, storefront component or content element;
- (b) reasonable internal investigation time, including extraction and structuring of logs, chats, PoF artefacts and account metadata requested by the complainant or by a competent authority;
- (c) reasonable technical work required to isolate, hide or remove the infringing or non-compliant material from the Platform's production environment;
- (d) reasonable external legal or advisory fees incurred to assess and respond to the claim; and
- (e) any administrative or processing fees charged to the Company by an integrated marketplace, platform or hosting provider as a result of the User-triggered complaint.

17.2.4. Where, in the Company's reasonable judgment, rapid cooperation with the publisher/operator (for example, confirmation of basic transactional facts or provision of narrowly scoped logs) is necessary to preserve the Company's own platform-access or hosting arrangements, the User acknowledges that the Company may so cooperate, and the costs of such cooperation shall form part of the indemnifiable loss if the situation was triggered by the User.

17.2.5. Nothing in this Section shall be construed as the Company accepting or incorporating the publisher's or platform operator's private rules as directly binding on the Company; the rationale of this indemnity is that the User's conduct vis-à-vis such third parties has created a risk, and that risk and its cost must remain with the User, not with the aggregator/escrow facilitator.

17.2.6. If, to mitigate the risk of suspension or blacklisting of the Company's IPs, payment flows or storefront domains, the Company reasonably decides to settle, voluntarily comply with, or partially comply with such a third-party claim, the User shall reimburse the Company for the settlement amount to the extent that the claim was caused by the User's conduct, provided always that the settlement is proportionate to the allegation and properly documented.

### **17.3. Indemnity for Payment, PSP and Card-Scheme Consequences.**

17.3.1. If, as a result of any act or omission of the User, any payment service provider (including PayTabs or any future PSP), acquiring bank, card scheme or other regulated intermediary imposes on the Company any chargeback, refund outside the Platform flow, reversal, scheme fine, compliance or risk fee, excessive chargeback monitoring, enhanced due-diligence requirement, documentary re-submission, or similar remedial or punitive measure, the User shall, to the extent permitted by Applicable Law, indemnify and reimburse the Company for:

(a) the principal amount of such chargeback or reversal that the Company was required to honour;

(b) any associated scheme or PSP fee, penalty or assessment actually charged to the Company in connection with that transaction; and

(c) the Company's reasonable internal administrative and processing costs of investigating, documenting and responding to the PSP / scheme request.

17.3.2. For the purposes of clause 17.3.1, "User's conduct" shall include, without limitation:

(a) use of a stolen, unauthorised or otherwise unlawfully obtained payment instrument;

(b) initiating a chargeback or bank dispute after the Order has been confirmed or auto-confirmed on the Platform, in circumstances where the Platform dispute process was available but not used;

(c) providing to the issuing bank or PSP false, incomplete, misleading or selectively edited delivery information in order to obtain a chargeback that contradicts the Platform's Proof-of-Fulfilment;

(d) attempting to secure double recovery by pursuing the Company's dispute/refund process and, in parallel, a bank/PSP dispute on the same transaction;

(e) transacting from, or routing payments through, jurisdictions, devices or methods that the User knew or ought to have known were likely to trigger PSP or scheme scrutiny.

17.3.3. The User acknowledges that the Company is entitled, under the Refund, Dispute and Buyer Protection Policy, to submit to the PSP or card scheme the delivery evidence (PoF), order logs and correspondence demonstrating that the Order was fulfilled; where the User's bank nevertheless decides in the User's favour and debits the Company, the resulting loss and fees shall be indemnifiable under this Section.

17.3.4. Where a card scheme or PSP places the Company into an enhanced monitoring or remediation programme due to repeated or patterned disputes traceable to a specific User or cluster of related accounts, the Company may allocate to that User a reasonable proportion of the actual costs of such programme (including higher transaction fees charged to the Company for the relevant period), provided that the Company can demonstrate the causal link.

17.3.5. Any indemnity payable under this Section 17.3 may, where legally permissible, be set off by the Company against any amounts otherwise payable or refundable to the same User under any Order or policy-based remedy.

#### **17.4. Sanctions, AML/CFT and Prohibited-Items-Related Indemnity.**

17.4.1. If the User engages in, attempts to engage in, or facilitates a transaction that is contrary to (i) the Company's policy on prohibited items and restricted activities, (ii) the Company's anti-money laundering and counter-terrorist financing statement, or (iii) the Company's sanctions and fraud compliance statement, and such behaviour causes the Company to incur costs, liabilities, reporting duties or losses, the User shall indemnify the Company in full for such consequences.

17.4.2. This includes, without limitation, transactions involving: sanctioned persons or jurisdictions; deliberately masked IP or geolocation; provision of false KYC/EDD documents; or routing of funds in a manner designed to evade PSP or Company screening.

17.4.3. The User further acknowledges that, where a competent authority or PSP requires the Company to keep funds on hold, to provide logs or to block a User for sanctions/AML reasons, the costs of such cooperation form part of the indemnifiable loss.

## 17.5. Indemnity for Breach of Prohibited-Use Rules.

17.5.1. Any use of the Platform to list, acquire, request, route, advertise or otherwise deal in goods, services or digital objects that fall within, or are reasonably treated as falling within, the Company's prohibited or high-risk categories as set out in the policy titled "Prohibited Items and Restricted Activities Policy" shall entitle the Company, without prejudice to any other remedy, to:

- (a) cancel, suspend or refuse fulfilment of the relevant Order or listing;
- (b) impose or maintain a Risk Hold or Compliance Freeze on any associated payouts or refunds; and
- (c) claim from the User reimbursement of the reasonable and properly documented costs of investigation, remediation, KYC/EDD outreach, sanctions screening, log extraction, data preservation and technical takedown/removal of such content or transaction route.

17.5.2. Where the User's breach of the prohibited-use or restricted-activities rules results in, or materially contributes to, a negative event for the Company vis-à-vis a payment service provider, acquiring bank, marketplace/integration partner, advertising/attribution partner or supervisory/free-zone authority (for example, storefront or domain scan flagging prohibited content; AML/sanctions escalation triggered by a User's listing; ad-account restriction due to disallowed virtual items), the User shall also be liable, to the extent permitted by Applicable Law, for the reasonably demonstrable damage directly flowing from that deterioration, including additional compliance work required by the counterparty.

17.5.3. If the conduct in question involved intentional concealment, the use of proxy/burner accounts, misstatement of jurisdiction or identity, or repetition after a prior warning, the Company may treat such conduct as an aggravated breach, and the scope of recoverable costs may include the internal time of compliance, legal and engineering staff allocated to isolation and remediation of the breach, at the Company's standard internal rates.

17.5.4. Any amounts recoverable by the Company under this Section 17.5 may, where legally permissible, be set off against amounts otherwise payable or refundable to the same User under any Order or policy-based remedy.

## 17.6. Procedural Aspects.

17.6.1. The Company shall, to the extent commercially reasonable and legally permissible (including taking into account confidentiality undertakings to PSPs, card schemes, external marketplaces or authorities), notify the User of any third-party claim, regulatory inquiry, takedown notice or PSP/card-scheme action in respect of which the Company intends to seek indemnity under this Section 17, and may invite the User to provide clarifications, logs or counter-evidence.

17.6.2. Notwithstanding clause 17.6.1, the Company shall at all times retain the right, at its sole discretion, to take immediate protective or mitigatory steps — including but not limited to urgent content/listing removal, temporary suspension of the User's account, cooperation with a publisher/IP owner, provision of data to a PSP or sanctions authority, or commercial settlement on reasonable terms — without prior notice to, or approval from, the User, where the Company reasonably considers that delay would increase regulatory, financial or reputational exposure. Any

such reasonable costs or settlement amounts may fall within the scope of the User's indemnity, if the triggering conduct is attributable to the User.

17.6.3. The User shall, upon the Company's request, provide all reasonably available documents, confirmations, transaction screenshots, in-game chat fragments or delivery artefacts necessary for the Company to respond to, or narrow, the third-party claim. Failure to cooperate may be taken into account when quantifying the indemnifiable loss.

17.6.4. Indemnity under this Section 17 shall apply regardless of whether the third-party claim is ultimately resolved by withdrawal, settlement, regulatory closure or final decision, provided that the Company's response was reasonable in scope and linked to the User's underlying conduct.

## **17.7. Survival.**

17.7.1. The indemnities, reimbursement duties and liability allocations set out in this Section 17 shall survive:

- (a) termination, suspension or deletion of the User's account;
- (b) completion, auto-confirmation or compliance-driven closure of the relevant Order; and
- (c) any subsequent amendment, re-issue or restatement of these Terms,

in each case to the extent that the underlying conduct, transaction or breach occurred while the User was bound by these Terms.

17.7.2. For the avoidance of doubt, the Company's right of set-off (where permissible) in respect of indemnifiable amounts shall likewise survive and may be exercised against later payable sums arising under other Orders or policy-based remedies.

# **18. SUSPENSION, TERMINATION AND EFFECT OF TERMINATION**

## **18.1. Grounds for Immediate or Summary Suspension.**

18.1.1. The Company may, acting reasonably and in line with its published compliance, sanctions and buyer-protection policies, suspend, restrict or condition the User's access to the Platform (in whole or in part), or to specific functionalities (ordering, dispute filing, payouts), with immediate effect where one or more of the following indicators is present:

- (a) fraud, chargeback or card-testing signals linked to the User, the User's device, IP, payment instrument or transaction pattern;
- (b) a sanctions "hit", a match with a Restricted Jurisdiction, or other screening result that requires enhanced checks;
- (c) use of the Platform for a Prohibited Item or Restricted Activity, or reasonable suspicion thereof;
- (d) excessive, repetitive or bad-faith disputes inconsistent with the Platform's dispute logic;
- (e) evidence or strong suspicion of off-platform or fee-circumventing transactions while attempting to rely on Platform protections;
- (f) refusal or failure to provide KYC/EDD or delivery-related evidence that is reasonably required under the Company's AML/CFT and sanctions framework;
- (g) signals received from a PSP, card scheme, external marketplace or publisher that continuing the transaction in the current form may present financial-crime, abuse or technical-delivery risk.

18.1.2. Suspension under this clause may be targeted (limited to one Order or payout) or account-wide, depending on the severity and scope of the risk.

18.1.3. Where disclosure of detailed reasons would compromise an ongoing AML/CFT, fraud or sanctions review, the Company may provide only a high-level notice of suspension, to the extent permitted by Applicable Law.

## **18.2. Effect on Active Orders and Escrowed Funds.**

18.2.1. If, at the time of suspension or other protective action, there are active Orders for which (i) the Buyer's payment has been successfully authorised or captured by the licensed payment service provider and (ii) the corresponding escrow record has been created in the Company's systems, such Orders together with the related payment instructions shall be placed under a compliance hold ("Risk Hold" or "Compliance Freeze") until the underlying review is completed, in accordance with the Company's publicly published policies on refunds, disputes, AML/CFT and sanctions.

18.2.2. For the duration of such hold:

- (a) any commercial or indicative timelines shown in the interface — including auto-confirmation, payout to the fulfilment side, or refund to the Buyer — shall be deemed suspended and shall resume, or be recalculated, only after the hold is lifted;
- (b) the Company shall continue to manage and issue instructions to the licensed payment service provider or acquiring partner in respect of the held amount, but shall not itself take possession of, or intermediate, the funds in a manner that would require a separate financial or payment licence; and
- (c) neither the Buyer nor any Seller, external marketplace participant or other third party may demand early, partial or off-platform release of such funds in a way that contradicts the Company's risk assessment or a binding request from a PSP or authority.

18.2.3. Once the review is completed, the Company shall, acting in line with the applicable public policies and any binding external instructions:

- (i) allow the Order to proceed to delivery and/or payout if the risk is cleared; or
- (ii) cancel the Order and instruct the PSP to return the funds to the original payment method, net of any non-recoverable PSP or chargeback-handling fees, in accordance with the Refund, Dispute and Buyer Protection Policy; or
- (iii) continue the hold for as long as is required by a competent authority, the licensed payment service provider, card-scheme rules or sanctions/AML regulations.

## **18.3. Termination of Account or Access.**

18.3.1. The Company may, in its sole but reasonable discretion, permanently terminate a User's account and/or block or blacklist access from specific devices, IP ranges or technical identifiers, where one or more of the following circumstances applies:

- (a) the circumstances that led to suspension under Section 18.1 are material, repeated, systemic, or the User has failed to remedy them within the timeframe (if any) indicated by the Company;

- (b) the User has engaged in clearly abusive, threatening, defamatory, fraudulent or manipulative conduct toward the Platform, other Users, Sellers, influencers, or the Company's staff or contractors;
- (c) the User has listed, requested, purchased, routed or otherwise dealt in Prohibited Items or used high-risk / circumvention routes despite prior warnings or clear publication of the Prohibited Items and Restricted Activities rules;
- (d) a licensed payment service provider, acquiring bank, card scheme, integrated marketplace or comparable strategic partner has expressly required termination or offboarding of that User as a condition for continuing to provide services to the Company;
- (e) it becomes unlawful, prohibited by Applicable Sanctions Laws, or contrary to AML/CFT requirements for the Company to maintain or service that User relationship; or
- (f) the User persistently attempts off-platform dealing while relying on Platform protections, thereby undermining the escrow-based model.

18.3.2. Termination of the User's account or technical access under this Section 18.3 shall not of itself:

- (a) cancel or undo Orders that have already been validly delivered, auto-confirmed or closed on the basis of sufficient Proof-of-Fulfilment; or
- (b) create any new entitlement to refunds, re-deliveries or compensation beyond what is expressly provided in the public policies for the specific Order.

18.3.3. Where, at the moment of termination, there are Orders under Risk Hold or Compliance Freeze, those Orders shall continue to be administered in accordance with Section 18.2 and the Company's public policies until the relevant review is completed, even if the front-end account is no longer accessible to the User.

18.3.4. The Company shall retain, after termination, such account, transactional, KYC/EDD, dispute and consent records as are necessary to:

- (a) demonstrate compliance with AML/CFT, sanctions, consumer-protection and data-protection rules;
- (b) respond to PSP, bank or card-scheme enquiries; and
- (c) defend or establish legal claims.

Retention periods shall follow the durations stated in the Privacy & Cookie Policy and in the Company's AML/sanctions disclosures.

18.3.5. Termination under this Section is without prejudice to the indemnity, reimbursement and liability provisions set out elsewhere in these Terms (notably Section 17), all of which shall survive termination to the extent the underlying conduct occurred while the User was bound by these Terms.

#### **18.4. Retention of Records and Survival of Rights.**

18.4.1. Notwithstanding any suspension, restriction or termination of a User's account or access, the Company shall retain all transaction records, order metadata, KYC/CDD/EDD materials, dispute and PoF artefacts, delivery/chat transcripts, consent and cookie logs, and relevant

correspondence for such periods as are required under (i) applicable UAE and free-zone regulations, (ii) AML/CFT and sanctions-legislation retention rules, and (iii) the Company's internal document-retention framework adopted for audit and evidentiary purposes. For avoidance of doubt, where AML/CFT or sanctions reviews have been triggered, minimum retention periods may be longer than for ordinary consumer records.

18.4.2. The following provisions of these Terms, being by nature continuing, shall survive suspension or termination and shall remain enforceable against the User to the extent relevant:

- (a) Section 14 (Data Protection, Cookies and Communications) with respect to already collected Personal Data and logged consents;
- (b) Section 16 (Disclaimers, Allocation of Risk and Limitation of Liability);
- (c) Section 17 (Indemnification and User's Liability);
- (d) any payment, payout, refund or chargeback-handling instructions that have already been issued by the Company to a payment service provider; and
- (e) any provisions concerning governing law, jurisdiction and dispute resolution.

18.4.3. Suspension or termination shall not affect, limit or extinguish the Company's right to:

- (a) cooperate, share relevant artefacts and follow-up with payment service providers, acquiring banks, external marketplaces, publisher/platform operators or competent authorities in relation to the suspended transactions or the User's conduct;
- (b) apply, where permitted by Applicable Law, set-off or netting against amounts otherwise payable to the User (for example, to recover PSP fines, chargeback amounts or investigation costs attributable to the User's actions); and
- (c) pursue recovery of chargeback amounts, scheme fines, administrative or technical-remediation costs, or other demonstrable losses that were caused or triggered by the User's breach of these Terms or of the Company's publicly published policies.

## **18.5. No Re-Registration Without Consent.**

18.5.1. A User whose account or access has been suspended or terminated on grounds related to AML/CFT, sanctions, fraud, abuse of dispute mechanisms, dealings in prohibited items/routes, or PSP/card-scheme escalation shall not re-register, shall not create or use another account, and shall not access the Platform through alternative storefronts, influencer panels or white-label environments without the Company's prior written consent.

18.5.2. Any attempt to circumvent, mask or route around such suspension or termination (including by using a different email, device, IP/VPN, payment instrument or influencer storefront) may result in: (i) extension of the Compliance Freeze or Risk Hold to all linked or suspected accounts; (ii) freezing of all related Orders and escrowed amounts in accordance with the Company's public policies; and (iii) where appropriate, notification of the relevant payment service provider, marketplace partner or competent authority.

## **18.6. Continuity of the Company's Public Policies.**

18.6.1. Suspension or termination is an operational and risk-mitigation measure and shall not be construed as the Company waiving, relaxing or varying the application of its publicly published

policies on refunds, delivery and fulfilment, prohibited items, AML/CFT, sanctions, data protection or dispute processing.

18.6.2. All Orders that were validly created, escrowed or under review at the time of suspension/termination shall continue to be processed, closed or refunded (where applicable) strictly in accordance with those policies, taking into account any compliance-driven pause.

18.6.3. Where a competent PSP, marketplace partner or authority instructs the Company to maintain a hold or to deny reactivation, such instruction shall prevail over any contractual or commercial timeline displayed to the User, and the Company shall incur no liability for following such instruction.

## GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

### 19.1. Governing Law of the Company and Platform Operations.

19.1.1. These Terms, their formation, validity and termination, together with any non-contractual obligations arising out of or in connection with them, and together with all publicly published Platform policies issued and promulgated by SellMMO Group FZ LLE in its capacity as operator and administrator of the Platform (including, without limitation, the Refund, Dispute & Buyer Protection Policy, the Delivery & Fulfilment Policy, the Return & Warranty Policy, the Prohibited Items & Restricted Activities Policy, the AML & CFT Statement, the Sanctions & Fraud Compliance Statement, and the Privacy & Cookie Policy), shall be governed by and construed in accordance with the laws and regulations applicable within the Fujairah Creative City Free Zone, United Arab Emirates.

19.1.2. This choice of law reflects the place of incorporation and licensing of SellMMO Group FZ LLE and the place from which the Platform is operated and administered.

19.1.3. Where any of the aforesaid publicly published policies contains a forum, procedural, dispute-resolution or evidentiary clause that appears to differ from, or to be broader than, this Section 19, such clause shall be read mutatis mutandis and applied only to the extent that it is consistent with, and does not displace, the governing-law and forum arrangement set out in these Terms, save where non-waivable consumer law requires otherwise.

### 19.2. Mandatory Consumer Protection of the User's Habitual Residence.

19.2.1. Where the User is a consumer habitually resident in a Member State of the European Union or the European Economic Area, or in the United Kingdom, any mandatory consumer-protection provisions of that state which, by law, cannot be derogated from by agreement, shall take priority over any conflicting non-mandatory provision of these Terms.

19.2.2. In such a case, the User's statutory remedies relating to digital content/services (including, where applicable, rules on conformity, lack of conformity and proportionate price reduction) shall be exercised through the procedures, channels and time limits laid down in the Company's publicly published policies on:

- (a) delivery and fulfilment;
- (b) refunds, disputes and buyer protection; and

(c) returns and warranty;

so that regulatory entitlements and the Platform's escrow/dispute workflow are applied coherently.

19.2.3. Nothing in these Terms shall be construed as excluding or limiting rights which cannot, under the law of the User's habitual residence, be excluded or limited.

19.2.4. For the avoidance of doubt, the priority granted by clauses 19.2.1–19.2.3 applies also where a publicly published Platform policy incorporated into these Terms contains its own jurisdiction, arbitration or forum clause: in such circumstances the User may rely on the mandatory consumer forum available in his/her state of habitual residence, insofar as such right is non-waivable.

### **19.3. Jurisdiction and Forum.**

19.3.1. Subject to clause 19.2 above, any dispute, controversy or claim arising out of or in connection with these Terms, the use of the Platform, or any Order processed through it, shall fall within the exclusive jurisdiction of the competent courts of the Emirate of Fujairah, United Arab Emirates, sitting for, or having competence over, the Fujairah Creative City Free Zone.

19.3.2. References in the Delivery & Fulfilment Policy (PP-1.1.3) to the exclusive jurisdiction of the courts of the Emirate of Fujairah shall be construed in harmony with, and not in deviation from, clause 19.3.1 above. References in the Return & Warranty Policy (PP-1.1.4) to arbitration or dispute-resolution mechanisms "to the exclusion of ordinary civil courts" shall apply only to those return/warranty disputes expressly governed by that policy and only to the extent that such mechanisms do not contradict the present Section 19; where a contradiction arises, this Section 19 shall prevail, save for non-waivable consumer rights.

19.3.3. Notwithstanding clause 19.3.1, the Company may seek injunctive, preservative or interim measures (including orders to maintain a freeze, to preserve evidence, or to prevent unlawful disclosure of confidential information) in any court of competent jurisdiction where such measures are available and effective, and such recourse shall not be deemed inconsistent with this Section 19.

### **19.4. Good-Faith Platform-Level Resolution First.**

19.4.1. Before commencing court proceedings, the User shall first exhaust the Platform-level procedures for delivery issues, disputes, refunds or charge-related queries, as described in the Company's public policies.

19.4.2. Failure to use those procedures, or to supply the artefacts required thereunder, may be taken into account by the court when determining costs or the reasonableness of the claim.

### **19.5. Language.**

19.5.1. These Terms are drafted, published and controlled in the English language. Any translations made available for convenience shall not prevail over the English version, save where Applicable Law of the UAE requires the use of Arabic for dealing with local authorities.

## 20. AMENDMENTS, VERSIONING AND PUBLICATION

### 20.1. Right to Amend.

20.1.1. The Company reserves the right to amend, update, restate or otherwise modify these Terms and any of the publicly published policies that are incorporated into these Terms, in the same manner and on the same principles as already apply to such public policies.

20.1.2. Amendments shall, as a rule, operate prospectively only, i.e. for Orders placed, accounts created or actions taken after the amended version has been published on the Platform.

20.1.3. Amendments shall not deprive a Buyer of rights or procedural opportunities that were already duly exercised under a version of the Terms or a policy that was in force at the moment the Buyer filed a dispute, submitted delivery artefacts, or otherwise triggered a platform-level procedure.

### 20.2. Publication and Controlling Version.

20.2.1. The version of these Terms that is published and publicly accessible on the Platform at the relevant time shall be deemed the controlling and effective version.

20.2.2. Each publicly exposed version shall indicate at least an “effective date” or “last updated” date; Users are deemed to have taken note of such date when continuing to use the Platform.

20.2.3. Continued access to, or use of, the Platform after publication of an updated version shall constitute the User’s acceptance of that updated version, provided the update does not conflict with mandatory consumer law of the User’s habitual residence.

### 20.3. Internal Version Archive.

20.3.1. For audit, regulatory and dispute-resolution purposes, the Company maintains an internal archive of prior versions of these Terms and of the related public policies, together with their dates of effect.

20.3.2. In case of a dispute about which version applied to a specific Order or submission, the Company shall determine the applicable version by reference to the timestamp of that Order/submission and the corresponding version in its archive.

### 20.4. Effect on Ongoing Matters.

20.4.1. Updates to these Terms or to the incorporated public policies shall not retroactively alter:

(a) disputes already opened within the Acceptance Window;

(b) refunds already approved or already sent to the PSP;

(c) compliance freezes already imposed at the request of a competent authority or PSP.

20.4.2. Such ongoing matters shall continue to be administered under the version that was effective at the time the matter was opened, unless a later amendment is clearly more protective from an AML/CFT or sanctions standpoint—in which case the more protective rule shall prevail.

### 20.5. Footer and Visibility Requirements.

20.5.1. The Platform’s footer shall at all times display links to the current effective versions of: these Terms; the policies on refunds/disputes/buyer protection; delivery and fulfilment; returns and warranty; prohibited items and restricted activities; AML/CFT; sanctions and fraud compliance; and privacy & cookies, as well as DSAR/contact channels.

20.5.2. When a new version is published, the footer and any other designated navigation elements shall be updated to point to the new version, and the previous public link shall cease to be presented to Users.

20.5.3. For the avoidance of doubt, explanatory UI elements (banners, tooltips, notices) are auxiliary and do not override the text of the version published via the footer.

## CONTACTS AND NOTICES

### 21.1. Official Channels.

All operational, support, privacy/data-subject and order- or dispute-related communications with the Company shall be made through the contact mechanisms whose current links, addresses and forms are published in the footer area of the buyer-facing websites and storefronts operated on the Company's Platform, including influencer-branded storefronts hosted by the Company, and shall be deemed incorporated into these Terms by reference. The Company may update such details from time to time by publishing the updated information in the footer; such publication shall constitute sufficient notice to Users. For the avoidance of doubt, the contact details of the Company's data-protection representatives in the European Union and in the United Kingdom (where appointed) are set out in the Privacy & Cookie Policy and shall be used for data-protection matters in accordance with that policy.

### 21.2. Form and Language of Notices.

21.2.1. Unless a mandatory rule of the User's jurisdiction requires otherwise, notices may be provided in English and by electronic means (e-mail, ticket, web form, in-platform message).

21.2.2. A notice sent by the Company to the e-mail address or in-platform inbox associated with the User's account shall be deemed delivered when sent.

### 21.3. Regulatory, IP and Platform-Owner Notices.

Regulators, payment partners, game publishers, IP rightsholders and marketplace operators may contact the Company via the same official channels published in the footer, or via any additional compliance/legal contact that the Company may designate on the Platform. The Company reserves the right to request supporting documentation to verify the authority of the sender.

## 22. EU / UK MANDATORY CONSUMER DISCLOSURES

### 22.1. Scope and Priority of Mandatory Law.

22.1.1. If the Buyer's habitual residence is in a Member State of the European Union, the European Economic Area, or in the United Kingdom, then the mandatory consumer-protection rules of that state (including rules on digital content and distance contracts) shall apply and shall prevail over any conflicting, non-mandatory provision of these Terms.

22.1.2. Nothing in these Terms, nor in any of the Company's publicly published policies, is intended to exclude or limit rights which, under EU/EEA national implementations of Directive (EU) 2019/770 (digital content and digital services), Directive 2011/83/EU (consumer rights) or under the UK Consumer Rights Act 2015 and corresponding regulations, cannot lawfully be excluded.

## **22.2. Explicit Request for Immediate Supply of Digital Content.**

22.2.1. At checkout, Buyers located in the EU/EEA or the UK are shown a confirmation that they are purchasing immediately supplied digital content / in-game fungible currency and that the operational fulfilment will start right away or within the game-specific delivery window.

22.2.2. By ticking/confirming that statement in the checkout interface, the Buyer expressly requests immediate supply and acknowledges that, once actual fulfilment has begun in accordance with the delivery method for the relevant game, the Buyer will lose the statutory right to withdraw from the contract for digital content, to the extent permitted by the mandatory law of the Buyer's country of residence.

22.2.3. Where the mandatory law of the Buyer's country does not allow full waiver, the Buyer shall retain only those minimum rights that cannot be waived, and such rights shall be exercised through the procedures, evidence requirements and time limits laid down in the Company's Refund, Dispute and Buyer Protection Policy, Delivery and Fulfilment Policy and Return and Warranty Policy.

## **22.3. Remedies for Lack of Conformity (EU/EEA).**

22.3.1. If the digital content / in-game fungible currency supplied through the Platform does not conform to what was agreed, the Buyer's remedies (such as repeat performance / re-delivery, or proportionate price reduction) shall be implemented through the operational mechanisms already described in the above-mentioned policies — in particular, through timely dispute within the Acceptance Window, provision of the required artefacts, and use of the delivery-channel logic for the relevant game.

22.3.2. This structure is intended to give effect, in a platform-operational form, to the EU/EEA rules on lack of conformity of digital content, without creating parallel, unstructured or open-ended claims.

## **22.4. United Kingdom – Consumer Rights Act 2015.**

22.4.1. For Buyers in the United Kingdom, nothing in these Terms shall exclude or limit liability for digital content which, when supplied, damages a device or other digital content and where such damage is caused by the Company's failure to use reasonable care and skill, as provided by the Consumer Rights Act 2015.

22.4.2. Any contractual limitations of liability in these Terms shall therefore apply to UK consumers only insofar as, and only to the extent that, the Consumer Rights Act 2015 permits such limitation.

## **22.5. Information Duties and Language.**

22.5.1. The information ordinarily required to be provided to EU/EEA/UK consumers before conclusion of a distance contract — identity of the trader, main characteristics of the digital content, total price, right (or lack of right) to withdraw, duration of the contract, complaint channels — is made available on the Platform pages and in the public policies incorporated by reference.

22.5.2. Where the Platform exposes multiple language versions, the English version of the Terms and the policies shall prevail, except where the consumer's local mandatory law requires that the local-language version control for that consumer.

## **22.6. No Expansion of Coverage.**

Nothing in this Section 22 shall be construed as expanding the Company's commercial guarantees beyond what is expressly set out in the Refund, Dispute and Buyer Protection Policy, Delivery and Fulfilment Policy and Return and Warranty Policy; it operates solely to confirm that those policies are to be applied in a manner compatible with the Buyer's non-waivable EU/EEA/UK consumer rights.