

## G2APay TERMS AND CONDITIONS

### Definitions

**Agreement** – the following terms and conditions.

**Merchant** – wherever this Agreement refers to a Merchant, a Merchant will mean the Seller or Payment Recipient; wherever this Agreement refers to a Seller or Payment Recipient, these terms will mean the Merchant.

**Company** – wherever this Agreement refers to a Company, a Company shall mean G2A.COM LTD. company with its registered office in Hong Kong, address: 36/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong, incorporated under number 2088957, allowing Payers/Users to make payments to Merchant through the checkout system designed by the Company and intended for Payers/Users.

**Payer/User** – an individual, corporation or an unincorporated entity with statutory legal capacity, who are registered users of the Website, intending to purchase goods and/or services offered by the payment Recipient, or make a donation to the payment Recipient, via the payment Recipient's website on payment for goods or services or on donation via the Merchant.

**Payment Recipient** – an individual, corporation or an unincorporated entity with statutory legal capacity, who are registered users of the Website that receive a payment for goods or services or a donation.

**Website** - the internet service website [www.g2a.com](http://www.g2a.com) run by G2A.COM LTD. designed for sale and distribution of digital goods/content (especially computer video games) allowing Users to make Payments through Transactional Panel.

**Payment** - individual payment made by the Payer to the Merchant via the Website. Every Payment is identified in the System by: Payment number, amount, Identifier, and payment method. The Website can assign Payments with the following statuses:

- (i) Pending - Payment is being processed,
- (ii) Being verified - Payment is undergoing additional verification for security purposes,
- (iii) For use/Prepaid - Payment is awaiting confirmation from the Seller,
- (iv) Complete - Payment has been made, confirmation sent to the Seller,
- (v) Invalid - Payment attempt resulted in an error returned by the Intermediary, or invalid payment,
- (vi) Returned - Payment returned to the User.

**Recurring Payment** - a Payment that a User has authorized to a Merchant via the Website with said Payment to occur repeatedly on a prearranged schedule until canceled by the User.

**Transaction Panel** - the panel made available to the Payer for the purpose of choosing a payment method in order to enable them to make payments for goods/services.

**Business Day (Recipient's Provider Business Day)** – any business day during the working hours of the Company, with the exception of Saturdays, Sundays and public/statutory holidays, during which a Company unit is open for business specified in the provision of these Terms and Conditions in which a reference to Business Day is made.

**G2A Wallet** – funds (balance) accumulated by the Payer/User defined as a Seller/User under the Website terms and conditions, available at [www.g2a.com/terms-and-conditions](http://www.g2a.com/terms-and-conditions) and <https://www.g2a.com/goldmine-terms-of-use>, coming from e.g. selling goods by the Payer/User via this Website, received donations or giftcards and which can be used to make Payments and/or pay-outs at the discretion of the User.

**G2A Shield** – special membership offered by Company which is dedicated for Payers/Users to protect their purchases.

## § 1. General Provisions

- 1) The Website is the property of the Company.
- 2) The Website allows the Users to use various methods of Payment, accepts the Users' Payments, confirms the Payments for the Seller and transfers these Payments to the Seller's account. The available Payment methods are displayed in the Transaction Panel.
- 3) Each Payment initiated on the Website is assigned a unique Payment number. The User should keep the number for the purpose of checking the Payment status as well as complaint procedures.
- 4) The User is given a limited amount of time to make the Payment on the Website. This time is given in the Transaction Panel. Within this time, the Website is awaiting confirmation of the Payment. Upon receiving confirmation, the Website informs the User and the Merchant's system that the Payment has been made properly.
- 5) Confirmations of Payments made on the Website are provided by Company.
- 6) The User making a Payment using the Transactional Panel can track their transaction history, including amounts, dates and Payment Merchants in his/hers account.
- 7) The Website does not guarantee real-time Payment processing in the event of a malfunction of a Payment method chosen by the User, Payment method's systems maintenance breaks, Payment attempts made outside of the given bank's internal transfer posting hours, or adjustments carried out by the Intermediary, affecting the functioning of the Website. Any claims from the Payer resulting from the aforementioned circumstances should be submitted to the Intermediary, in accordance with the Agreement made between the Payer and the Intermediary and according to the applicable laws.
- 8) The Website does not guarantee real-time Payment processing in the event of not following the instructions given in the Transaction Panel during the processing of Payment.
- 9) The Website does not give access to any identification data (personal information, addresses, company information) of the Users, collected by the Website. This data is used solely for the purpose of processing returns or refunds. With the exception that Company as required by law may disclose such information.
- 10) Company reserves the right to place a hold on any funds pursuant to an investigation and if required may issue chargebacks or reversals to your account and any balance therein.
- 11) The Payers are not entitled to any interest from the funds accumulated within G2AWallet.
- 12) The Users of the Website can only be an individual, corporation or an unincorporated entity with statutory legal capacity.

- 13) The Company is not a party to any agreement or legal relations between the Payer and the Merchant, specifically including an act of sale, and is not liable as such. Specifically, the Website is not liable for failure to perform or improper performance of any commitments by the Merchant, or towards the Merchant for failure to perform or improper performance of any commitments by the Payer.
- 14) Notwithstanding the foregoing, the Company offers to Users a special service which is G2A Shield. Each User willing to pay for the products at [www.g2a.com](http://www.g2a.com) (“**game key**”) is offered G2A Shield protection. Every User may purchase access to the security program for buyers (“G2A Shield”). The fee for G2A Shield is displayed for each given product and is exclusive for individual products, in connection to which the User bought the G2A Shield. Regarding the products which are not directly sold by G2A.COM, the fee for G2A Shield shall be automatically added to the product price. Every User may remove the G2A Shield option during the purchase, simply by unchecking the G2A Shield box. In the said case the fee for G2A Shield shall not be added. Subject to the conditions herein, G2A Shield allows the User to receive a replacement product in case the purchased product was faulty or different from the description. If such a replacement cannot be granted the User who bought the G2A Shield shall receive a full refund for the said purchase.
- 15) The User may choose to purchase G2A Shield membership (the “**membership**”). The membership is free of charge for one month from the purchase (“**initial term**”) and shall last for undefined period of time unless earlier terminated by User. After the initial term is lapsed the User shall pay to Company the remuneration in the amount of 1 EUR (+VAT and fees due to payment services providers) per each month. If the User does not want to continue the membership after the initial term he/she needs to unselect membership in his/hers account panel which can be done only during the last two days of the initial term. After the initial term the membership can be terminated at any time. Every User may disable G2A Shield Membership during the purchase, simply by unchecking the G2A Shield membership in G2A Pay checkout window. If the User deactivates the membership and after that he/she decides to purchase the membership again then the remuneration due to the Company amounts to 2 EUR (+VAT and fees due to payment services providers) per each month and shall be paid each time he/she purchases the membership. The aforesaid remuneration for the membership will be automatically deducted from Users credit card or G2A Wallet or any other available funds and the User accept on this.
- 16) Subject to the conditions herein, the security granted by the membership covers all purchases made by User during the term the membership is active. However, to benefit from the membership the User shall made his/hers purchases as a logged in User.
- 17) Each User who purchases the subscription shall receive a full refund or the replacement product in case the purchased product was faulty or different from the description, regardless if the product was purchased on the Site or from the Merchant. However, to benefit from the membership the product shall be purchased with G2APay solution. To get the refund the User has to contact with G2A Shield specialist via Livechat communicator. The refund or replacement product shall not be granted if the User’s account was blocked or deleted or the User’s access to the Site was blocked due to violation of this Terms and Conditions and/or Terms and Conditions of the Website. The time to process User’s refund request depends on the User’s rating and his buying history in G2A.COM ecosystem. The said rating is created by Users. For each transaction, Users can choose to rate each other by leaving a comment. Buyers can leave a positive, negative, or a neutral rating, negative or neutral rating plus a short comment. Sellers/Selling Users can leave a positive rating and a short comment.

- 18) Product(s) referenced in this section costing more than EUR 100.00 shall not be covered by the G2A

Certain Merchants may offer the User a Recurring Payment option. By selecting said Recurring Payment option the User agrees that a Payment shall be drawn on a regular recurring basis, as chosen by the User, and that the Payment shall be repeatedly drawn for an undefined period of time unless earlier terminated by User. User agree that User may terminate the Recurring Payments at any time, however any Payment that is Pending may not be stopped. G2A reserves the right, at its sole discretion, to terminate any Recurring Payment User acknowledges that a Merchant may terminate a Recurring Payment at any time and for any reason. Moreover, in the instance that a single Recurring Payment is selected by a User to go to multiple Merchants, the termination by any one Merchant, shall not terminate the entire Recurring Payment but rather shall serve to reduce the Recurring Payment amount by a portion of the Recurring Payment intended for the said Merchant.

- 19) The Company declares that it is the owner of the software and hardware required for running the Website and undertakes to maintain the functioning of the Website for the Merchant. The functioning of the Website entails its availability to:
- The Merchant, using the assigned Identifier and password given during the process of registering on the Website.
  - The Payers, directly via the Merchant's website/URL, having previously used the online goods and services sales system, or accepting the Merchant's donations, available on the Merchant's website.

## § 2. G2A Wallet

- Each User can create his/hers own G2A Wallet. Funds accumulated within G2A Wallet can be used to make payments and/or to create promocodes.
- Promocodes having a form of monetary codes shall be valid for defined term of six months from its creation. If such promocode was not use within the aforesaid term the User who has created such promocode shall receive the funds in the amount equal to the value of suchpromocode.
- User may also pay-out his/hers funds from G2A Wallet. Despite the fact that funds within G2A Wallet may be collected in many different currencies, the pay-out can be done in the following currencies only: EUR, USD, PLN, GBP, AUD (PayPalonly).
- Pay-outs from G2A Wallet can be done via: PayPal or bank transfer. Company charges a fee for transferring funds to the User. This is mainly caused by the need to cover the bank or payment provider fees that Company has to pay for the pay-out operation. The fees may vary depending on whether the payment is to be made via the payment provider or directly to the bank account of the User. The fees are specified in the "Table of fees and commissions" annexed to the Terms and Conditions.
- When the User requests the transfer to be made directly to his/hers bank account, he or she shall provide their bank account number and personal details and address on the appropriate electronic form to enable the transfer as well as any other data necessary for the transfer, in particular international bank account numbers and international standard bank identification codes, such as the SWIFT / BIC / IBAN, and any other information that may be deemed necessary in order to comply with all legal and regulatory requirements.

- 6) The User agrees and accepts the fact that if the funds accumulated within G2A Wallet consist of any currencies other than those set forth in point 3) above and User wishes to make a pay-out and/or Payment in EUR/USD/PLN/GBP the funds intended to be paid out or used as a Payment shall be converted into one of the aforesaid currencies. The User also agrees and accepts that if he/she

does not have a foreign currency bank account denominated in EUR, USD, PLN, GBP, the amount of funds accumulated within G2A Wallet which the User wishes to pay-out in accordance with this Agreement will be converted into the currency in which the User has an account in accordance with the relevant exchange rate at the User's bank as well. To the extent permitted by the law Company is not to be liable to the User in case when as a result of the conversion the User will receive a lower amount than expected, or due to unfavorable exchange rates at the User's bank. In the said cases no additional sum will be transferred as a compensation and no such compensation may be requested from the Company.

### § 3. Complaints

- 1) Complaints regarding Payments are to be submitted in writing to the following email address: [support@g2a.com](mailto:support@g2a.com) and should include: the Payer's email address, Payment number, Payment amount, first and last name of the owner of the bank account (pay card, or any other account used for the Payment), date of Payment, as well as the name of the bank in charge of the account to which the Payer's Payment has been sent to (in the case of pay card Payments - name of the card). The support services both to Users and Merchants are granted by G2A.com sp. z o.o. with its registered office in Kraków (31-523) at Moniuszki Street 26/7, Poland.
- 2) The Company undertakes to investigate a complaint within 14 days. This time limit can be extended should there be a need of obtaining any additional information from Intermediaries.
- 3) If the transaction was made more than 90 days prior to issuing a complaint, the Company personnel has the right to decline investigating the complaint regarding this Payment.

### § 4. Final Provisions

- 1) By accepting this Terms and Conditions the Merchant accepts the terms and conditions of *Agreement for accepting payments with G2APay*.
- 2) The right to assert any claims regarding the use of the Company's services by means of court proceedings, is given once the regular complaint procedure, as defined in Section 3, has been exhausted.
- 3) Any disagreements resulting from these Terms and Conditions, as well as any legal relations necessary for the execution of such, shall be settled by the court in HongKong.
- 4) Activities performed on the Website do not constitute any banking activities. Registration on the Website does not constitute the opening of a bankaccount.
- 5) The Company may from time-to-time or at any time revise, update or modify (collectively referred to as a "revision") as it deems appropriate the Table of Fees and G2APay Terms and Conditions by posting such revision either in the Table of Fees or the G2APay Terms and Conditions. The Company will provide you 30 days' notice ("notice period") of any revision with the revision taking effect once the notice period has passed. The notice period does not apply where a revision is required by law or relates to the addition of a new service, additional functionality or any other revision which

neither reduces the Merchant's rights nor increases the Merchant's responsibilities. In such instances, the revision will be made without prior notice to the Merchant and shall be effective immediately. If the Merchant does not accept a revision, the Merchant must close the account by contacting your account manager. If you do not object to a revision by closing your account within the notice period, you shall be deemed to have accepted the revision and shall be bound to it.

- 6) It is not permitted to use the Website to process payments for any illegal goods or services, specifically ones that violate the property rights of third parties, or are not allowed for sale within the European Union, or to use it to process payments for access to pornographic materials.
- 7) Any person using the Website to process payments hereby gives the Company consent for the processing of their personal data, solely for the purposes of the operations of the Website.
- 8) The Company is the administrator of the personal data.
- 9) Any person using the Website to process payments hereby give consent to receive Payment confirmations via email, the contents of which are left to the sole discretion of the Website.

