

## **G2A Pay TERMS AND CONDITIONS**

### **Definitions**

**Agreement or G2A Pay Terms and Conditions** – the following terms and conditions which defines the relationship and its terms between the Company and the Payee or Payer.

**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 handling the G2A Pay Services.

**Company** – G2A.COM LIMITED with its registered office in Hong Kong, 36/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong.

**G2A Pay Service** - the payment service provided and owned by the Company.

**G2A Wallet** – funds (balance) accumulated by the Payer or Payee under the G2A Pay Terms and Conditions, as well as a Website's terms and conditions, as the case may be, and which can be used to make Payments and/or pay-outs at the discretion of the Payer/Payee.

**Payee** – an individual, corporation or an unincorporated entity with statutory legal capacity, who are registered users of the G2A Pay Service, intending to receive Payments through the G2A Pay Service.

**Payer** – an individual, corporation or an unincorporated entity with statutory legal capacity, who are registered users of the G2A Pay Service, intending to make payment for goods and/or services offered by the Payee, or make a donation to the Payee, via a Website or on donation via the Payee.

**Payment** - individual payment made by the Payer to the Payee via the G2A Pay Service. Every Payment is identified in the System by: Payment number, amount, Identifier, and payment method. The G2A Pay Service 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 Payee,
- (iv) Complete - Payment has been made, confirmation sent to the Payee,
- (v) Invalid - Payment attempt resulted in an error returned by the Intermediary, or invalid payment,
- (vi) Returned - Payment returned to the Payer.

**Recurring Payment** - a Payment that a Payer has authorized to be made to a Payee via the G2A Pay Service with said Payment to occur repeatedly on a prearranged schedule until canceled by the Payer.

**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.

**User** – an individual, corporation or an unincorporated entity with statutory legal capacity, making use of the G2A Pay Service strictly as a consumer and for non-commercial purposes.

**Website** – an authorized website or online system allowing Payers/Payees to make and receive Payments through the integration of the G2A Pay Service and subject to the terms of this Agreement.

## § 1. General Provisions

- 1) The Company does not own any of the Websites and cannot be held liable for the transactions concluded on the Websites other than those related to G2A Pay Services, the acts or omissions of the owners, managers or administrators of the Websites or any other liabilities they may have against users, third parties or authorities.
- 2) The G2A Pay Service allows the Payers to use various methods of Payment, accepts the Payers' Payments, confirms the Payments for the Payee and transfers these Payments to the Payee's account, with respect to transactions concluded via the Website. The available Payment methods are displayed in the Transaction Panel.
- 3) Each Payment initiated on the G2A Pay Service is assigned a unique Payment number. The Payer should keep the number for the purpose of checking the Payment status as well as complaint procedures.
- 4) The Payer is given a limited amount of time to make the Payment on the G2A Pay Service which is provided in the Transaction Panel. Within this time, the G2A Pay Service is awaiting confirmation of the Payment. Upon receiving confirmation, the Payer is informed via the G2A Pay Service and/or the Payee's system that the Payment has been made properly.
- 5) The Payer making a Payment using the Transaction Panel can track their transaction history, including amounts, dates and related Payees in his/her account.
- 6) The Company does not guarantee real-time Payment processing in the event of a malfunction of a Payment method chosen by the Payer, Payment method's systems maintenance breaks, Payment attempts made outside of the given bank's internal transfer posting hours, or adjustments carried out by an intermediary, affecting the functioning of the G2A Pay Service. Any claims from the Payer resulting from the aforementioned circumstances should be submitted to the provider of the payment method used by the Payer, in accordance with their agreement and the applicable laws.
- 7) The Company 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.
- 8) Unless otherwise required by the applicable laws, the Company does not give access to any identification data (personal information, addresses, company information) of the Users, without the permission of the User. Any personal data is used solely for the purpose of processing returns or refunds and performing G2A Pay Services.
- 9) The 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.
- 10) The Payers are not entitled to any interest from the funds accumulated within G2A Wallet.
- 11) The Users represent that they are either an individual, a corporation or an unincorporated entity with statutory legal capacity under the applicable laws.
- 12) The Company is not a party to any agreement or legal relations between the Payer and the Payee or the Payer and the Website. Specifically, the Company is not a party to any

act of sale, and is not liable as such. Specifically, the Company is not liable for failure to perform or improper performance of any commitments by the Payee, or towards the Payee for failure to perform or improper performance of any commitments by the Payer, unless otherwise provided in this Agreement.

- 13) Certain Payees may offer the Payers a Recurring Payment option. By selecting said Recurring Payment option the Payer agrees that a Payment shall be drawn on a regular recurring basis, as chosen by the Payer, and that the Payment shall be repeatedly drawn for an undefined period of time unless earlier terminated by the Payer. The Payer agrees that he/she may terminate the Recurring Payments at any time, however any Payment that is Pending may not be stopped. The Company reserves the right, at its sole discretion, to terminate any Recurring Payment. The Payer acknowledges that a Payee 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 Payer to go to multiple Payees, the termination by any one Payee, 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 Payee.
- 14) The Company reserves the right to take any action it deems appropriate, including the modification or termination of an account suspension and/or termination, of any User who engages in conduct that the Company determines in its sole discretion is abusive, harmful, objectionable or violates any of the Terms and Conditions, applicable laws, rules, regulations or the Privacy Policy.
- 15) The Company declares that it is the owner of the software and hardware required for running G2A Pay Service and may involve subcontractors to maintain the functioning of G2A Pay Service.

## **§ 2. G2A Coins and G2A Wallet**

- 1) Each User that has a verified phone number may purchase G2A Coins (“Coins”) with funds available on G2A Wallet, Credit Card payment or PayPal account, provided that the latter two have been connected with the User’s G2A Pay account. Any purchased Coins will be deposited into the purchasing User’s account. The balance of Coins will be shown in “G2A” currency in the G2A Wallet of the User.
- 2) Each User can create his/her own G2A Wallet. Funds accumulated within G2A Wallet (“G2A Wallet Funds” or “Funds”) can be used to make payments and/or to create promocodes.
- 3) Promocodes having a form of monetary codes shall be valid for a defined term of six months from their creation. If such promocode was not used within the aforesaid term, the User who has created such promocode shall receive the funds in the amount equal to the value of such promocode.
- 4) Purchased Coins or G2A Wallet Funds may be used on the G2A Pay Service and subject to the limitations set forth herein, Coins or G2A Wallet Funds may be freely transferred between Users that have a valid mobile phone number by clicking the “Send money” button on the user interface. Any User that elects to transfer Coins or G2A Wallet Funds to a person must initiate the transfer utilizing the mobile application.

- 5) A User may not send Coins or G2A Wallet Funds above EUR 2,000 in value within a single month. The maximum number of separate Coin or G2A Wallet Funds transfers that may be made by a User is limited to 20 transfers per day. The Company reserves the right to impose further transaction limits on the purchase and/or transfer of Coins or G2A Wallet Funds.
- 6) Coins may be acquired or redeemed in the following currencies: EUR, USD, PLN, ARS, GBP, CAD, RON, AUD, CZK, KRW, CLP, JPY, BRL, TRY, INR, RUB, HUF, NZD, CNY, CHF, THB, MXN, SEK, DKK, COP, NOK, SAR, VND, SGD, TWD, AED, ZAR, PHP, PEN, EGP, HKD, KWD, JOD, PAB, MYR.
- 7) User may also request G2A Coins or G2A Wallet Funds from other parties by clicking on the "Send Request" button on the mobile application or on G2A Pay website and entering the mobile phone number of the person from whom the funds are requested. The currencies which can be requested are shown on the list under section 2.6 above.
- 8) The User willing to send or request Coins or G2A Wallet Funds shall enter the valid mobile phone number of the receiving person, this can be done by selecting the number on the User's mobile phone directory or by entering the number manually. The User can also enter a message to accompany the transfer/request message to be sent to the receiving person's mobile phone number. The User is solely responsible for entering a correct and valid mobile phone number as well as the content of the text accompanying the message.
- 9) The receiving User who has not entered a valid mobile phone number to their accounts will be able to do so once they click the link received from the sending User and log in to their account. The mobile phone number corresponding to the Coins or G2A Wallet Funds transfer shall match the mobile phone number registered to the account of the receiving User. In the event that the mobile phone numbers do not match, the receiving User shall change his/her registered mobile phone number in his/her account preferences in order to receive/send the Coins or G2A Wallet Funds.
- 10) If the intended recipient of Coins or G2A Wallet Funds is not a User, the receiving person shall click on the link received from the sending User via SMS and will be redirected to G2A Pay website in order to complete their registration and create an account.
- 11) If after a period of seven (7) days any transferred Coins or G2A Wallet Funds remain unclaimed they shall be returned to the User who initiated the transfer of the unclaimed Coins or G2A Wallet Funds.
- 12) The availability of Coins or G2A Wallet Funds may be limited in your jurisdiction by local law or regulation. By using Coins or G2A Wallet Funds you agree that you are familiar with all laws and regulations in your jurisdiction and you shall indemnify and hold G2A harmless for any breach, violation of law or legal action resulting from your use of Coins or G2A Wallet Funds.
- 13) The Company reserves the right to take any action it deems appropriate, including account suspension and/or termination, of any User who engages in conduct that the Company determines in its sole discretion is abusive, harmful, objectionable or violates any of the Terms and Conditions or applicable laws.

- 14) Provision of G2A Coins or G2A Wallet Funds does not envisage supply of any product by the Company to the Payer but is aimed at increasing the customer experience of the Payer. Any amounts which may be granted by the Company or the Payees to the Payers in a form of Promotional cashback are to be used by the Payer for the purchase of a product from a Payee. Therefore, any liabilities related to these products should remain with the Payee (including, but not limited to any taxes applicable for the products).
- 15) User may also request pay-out of his/her 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 (PayPal only).
- 16) 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.
- 17) When the User requests the transfer to be made directly to his/her 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.
- 18) 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.
- 19) The User is aware that money accumulated by him/her in G2A Wallet may be divided into various balances based on the source of their deposit. Differences between these separate balances shall be settled in such way, that no balance can represent negative value. This means that the funds accumulated in the positive balance value will cover the negative value in the other balance. If the User does not have funds in any of the balances and one of them has negative value, it will be covered from the User's first transaction which will be credited to any of those balances. The aforesaid balance netting process shall be made immediately during a given transaction made by the User. The User understands and agrees that during this process a currency conversion will take place on the balances. The terms of currency conversions and fees is subject to this G2A Pay Terms and Conditions. For the avoidance of doubt, to the extent permitted by the law the Company is not to be liable to the User in cases where as a result of the conversion the User receives a lower amount than expected. In the said cases, no additional sum will be

transferred as a compensation and no such compensation may be requested from the Company.

### **§ 3. Service Fees**

- 1) The Payers are charged for the use of selected payment channels or for payments and commissions due to the Company. The amount charged is listed on the payment selection page. The Company shall collect its commission from each sale price of a given product specified by the Payee. The commission may vary depending on the payment provider used to finalize the transaction. Moreover, the commission is different for different Payees. The Company also charges a fee for payouts done by the Payees. This is mainly caused by the need to cover the bank or payment provider fees that the Company has to pay for the payout operation. The fee varies depending on whether the payment is to be made via the payment provider or directly to the bank account of the Payee. The added fee shall be visible after the Payer selects the payment method used to finalize the transaction.
- 2) The Payer and the Payee are solely responsible for paying fees and taxes relating to the products payable via the G2A Pay Service. The User and the Payee are particularly responsible for paying due taxes, fees or other due amounts required in connection to the agreements they have concluded. The Company in any case is not responsible for settling above fees and taxes. If certain payment method shall fail or an invoice is overdue, the Company reserves its right to demand payment by way of other method of payment including all possible additional costs of such method.
- 3) In order to make transactions performed via G2A Pay Service as efficient as possible, Payers are provided with payment solutions, such as PayPal, Skrill, DotPay, PaySafeCard, MoneyBookers and other. Further terms and descriptions regarding the payment solutions are provided on the website of the relevant payment provider.
- 4) Any Payee or Payer demanding settlement through one of the payment systems agrees thereby for the payment to be made through sites covering the payment systems and states that he/she has read and accepted the terms and conditions available on such websites. To the extent permitted by law, the Company shall not be liable against the Payees or Payers for any problems related to payments for which the owners of such sites are responsible, in particular for any delays in processing payments or inability to process them for technical reasons. In such case the Payee/Payer shall contact the applicable operator of the payment site in accordance with that site's terms and conditions. If the payment has not been accepted due to the Company's fault, the Payee/Payer shall inform the Company thereof by sending an e-mail to the address: support@g2a.com
- 5) The Payer asserts that he/she shall pay for any products and services offered by the Company on the Website, in particular, for payment processing services with use of funds coming from legal sources.
- 6) The Payer asserts that he/she is not a VAT taxpayer. When the Payer becomes or already is the VAT taxpayer, he is obliged to provide all the data required to issue a VAT invoice for the Company's services. Such an invoice shall be sent to the Payer's email address.
- 7) The Payee determines the price of products which he/she intends to sell. The Company collects its commission for payment processing or other possible fees (if such are due) from the amount of such price.

- 8) The Parties mutually agree that in order for the Company to perform all settlements in a proper and timely manner, payments made by the Payers shall be paid by these Payers by means of a chosen payment channel (e.g. PayPal, Skrill, DotPay, PaySafeCard, MoneyBookers) to the Company. The Company does not have a title or any other rights to these funds (except for the funds that cover the Company's commission) and is liable to transfer these funds onward to the Payee. The Company shall notify the Payee regarding the status of the payment performed by the Payer.
- 9) The Company deducts its due commissions and fees indicated in these Terms and Conditions from the funds collected for Payer and / or the Payee.
- 10) The commission paid by the Payee or Payer to the Company is non-returnable, in particular in a situation when the payment, which shall be settled in relation to these Terms and Conditions, made by the Payer for products or services purchased from the Payee, would have to be returned by the Payee to the Payer (e.g. as a result of the Payer's complaint caused by faults of the products or services provided by the Payee). Due to the commission being non-returnable, the Payee is not entitled to claim any compensation from the Company and the Company may retain on its bank account the sums of back commissions, contractual penalties and compensations costs which the Payee shall cover.
- 11) Notwithstanding provisions stipulated in point 11) above, the Company enables Payers and Payees with resolution mechanisms – via Help Desk functionality available on the Site – in order to clarify the reasons for demanding refund by the Payer. Depending on the conclusions of such resolution, the funds shall be returned by the Payee (including transfer of the funds from the Company's bank account to the Payer, instead of the Payee's bank account) or shall not be returned to the Payer, who may indicate his claims against the Payee at court or in any other way.
- 12) If a User's account is suspended by the Company, any balance on said account may be forfeited. In this case the Company may at its sole discretion assist the Payer in transferring funds.

#### **§ 4. Complaints**

- 1) Complaints regarding Payments are to be submitted in writing to the following email address: 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 Payers and Payees 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.

#### **§ 5. Donating via the G2A Pay Service**

- 1) The Company supports:

- a) charity activities,
- b) initiatives for health and social care,
- c) initiatives for environment and animal protection,
- d) promoting human rights and freedom,
- e) promoting art, culture and science.

Therefore, the Company enables all Users to donate moneys with the help of the G2A Pay Service (from here called Donations) to foundations, public benefit organizations and other subjects realizing goals mentioned from a) to e) (later called Beneficiaries).

- 2) In connection with Donations the Company shall ensure that a subpage is created on the G2A Pay Service with information about currently supported initiatives and information that lets Users identify the beneficiary.
- 3) Donations shall be transferred with the help of selected payment methods (e.g. Paypal, Skrill, Dotpay, Paysafecard, Moneybookers) to the Company's bank account. In the payment title the User shall specify which Beneficiary is chosen. If the User does not specify any Beneficiary the Company shall contact the User to determine the Beneficiary to which the Donation should go to. If the User does not specify the Beneficiary the Company shall return the funds donated.
- 4) The Company shall transfer the donated funds to the Beneficiary from their bank account not later than the end of the month that follows the quarter in which the Donation occurred (therefore the donation settlements shall occur 4 times a year after each calendar quarter). Any interest accumulated on the Company's bank account connected with the Donations shall be transferred to the Beneficiaries. If there are more than one Beneficiaries the interest shall be transferred to them proportionally to the Donations made by the Users.
- 5) The Company shall not use the donated funds in any way other than described in paragraph 4). The Donations are owned by the Users until they are transferred to the Beneficiary. The Donations are to be returned on the User's demand if the claim was made within 7 days from the date of the Donation.

## **§ 6. Final Provisions**

- 1) 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 5 of this Agreement, has been exhausted.
- 2) Any disagreements or disputes arising between the Payer/Payee shall be governed and construed according to the laws of Hong Kong and shall be subject to the exclusive jurisdiction of the courts of Hong Kong.
- 3) Activities performed on the G2A Pay Service do not constitute any banking activities. Registration on the G2A Pay Service does not constitute the opening of a bank account.
- 4) 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 giving 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 User's rights nor increases the

User's responsibilities. In such instances, the revision will be made without prior notice to the User and shall be effective immediately. If the User does not accept a revision, the User must close his/her account with G2A Pay Service. If the User does not object to a revision by closing the associated account within the notice period, the User shall be deemed to have accepted the revision and shall be bound to it.

- 5) It is not permitted to use the G2A Pay Service 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.
- 6) Any person using the G2A Pay Service to process payments hereby gives the Company consent for the processing of their personal data, solely for the purposes of the operations of the G2A Pay Service.
- 7) The Company is the administrator of the personal data. The usage of G2A Pay Services is subject to the acceptance of G2A Pay Privacy Policy available on the following link: <https://www.g2a.com/privacy-policy>. By using the G2A Pay Services, you represent that you have read and agreed with the G2A Pay Privacy Policy available at the date of the Payment, as it may be amended from time to time.
- 8) All Users hereby give consent to receive Payment confirmations via email, the contents of which are left to the Website's policy.
- 9) For avoidance of any doubt the Company does not supply the User with any products which may be offered by the Payee, but merely processes the payments for such Products. Any liabilities related to any transactions made via G2A Pay Services remain with the Payer and Payee respectively.