

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: Unit 1401, 14/F Treasure Centre, 42 Hung To Road, Kwun Tong, 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 the 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.

Website - the internet service website 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.

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 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 protection services offered by Company which are 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 an 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.
- 10) The Payers are not entitled to any interest from the funds accumulated within G2A Wallet.
- 11) The Users of the Website can only be an individual, corporation or an unincorporated entity with statutory legal capacity.
- 12) 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.
- 13) 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 ("**game key**") is offered G2A Shield protection. Purchasing G2A Shield grants the assistance of a Company's consultant during activation and functioning verification of a game key purchased by the User. The assistance includes in particular sharing the view of the User's desktop with the Company's assistant who shall monitor

the process of the game key activation. The User agrees that the successful assistance may require installation of an application/software join.me or Team Viewer on the User's computer. Should the User refuse or prevent the installation of the software mentioned in the previous sentence during the actions undertaken as part of G2A Shield, he/she shall lose the Company's guarantee in terms of the game key functioning verification and shall not receive a refund mentioned in the next sentence. Should the product fail to work during its activation process, Company is obliged to reimburse to the Customer the amount which is equal to the price the User has paid for the faulty product or provide the Customer with a brand new product (game key). Shall the User resign from purchasing the option G2A Shield, he/she may – in case of problems with the product – lodge a complaint to the Seller or the Selling User in compliance with the provisions of point 11 below. The refund process will be completed within 72 hours. That time is needed for a detailed verification.

- 14) The User may choose to purchase G2A Shield subscription (the “**subscription**”). The subscription 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 subscription after the initial term he/she needs to unselect subscription in his/hers account panel which can be done only during the last two days of the initial term. After the initial term the subscription can be terminated at any time. If the User deactivates the subscription and after that he/she decides to purchase the subscription 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 subscription. The aforesaid remuneration for the subscription will be automatically deducted from Users credit card or G2A Wallet or any other available funds and the User accept on this.
- 15) The security granted by the subscription covers all the purchases made by User during the term the subscription is active. However, to benefit from the subscription the User shall made his/hers purchases as a logged in User.
- 16) 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:
 - a) The Merchant, using the assigned Identifier and password given during the process of registering on the Website.
 - b) 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.

§ 4. G2A Wallet

- 1) 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.
- 2) 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 such promocode.
- 3) 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.

- 4) 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.
- 5) 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.
- 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 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) 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 par. 2, has been exhausted.
- 2) 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 Hong Kong.
- 3) Activities performed on the Website do not constitute any banking activities. Registration on the Website does not constitute the opening of a bank account.

- 4) 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.
- 5) 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.
- 6) The Company is the administrator of the personal data.
- 7) 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.

