

## **Agreement for accepting payments with G2APay**

### **Definitions**

**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.

**Authorisation** – the process during which, upon receipt of an Authorisation Request from the Merchant in respect of a Payment whose settlement has been ordered by the Payer, G2A.COM confirms to the Merchant that said Payment has been made.

**G2A.COM** – Company allowing Payers/Users to make payments to Merchant through the checkout system designed by the Company and intended for Payers/Users; wherever this Agreement refers to a G2A.COM it 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.

**Business Day (G2A.COM Business Day)** – any business day during the working hours of G2A.COM, with the exception of Saturdays, Sundays and public/statutory holidays, during which a G2A.COM unit is open for business specified in the provision of this Agreement in which a reference to Business Day is made.

**Identifier** – a unique identifier which is a combination of letters, numbers or symbols created by the G2A.COM for the Merchant, provided to the Payer by the Merchant in the Portal and used by the Payer of G2A.COM to unambiguously identify the Recipient of the Payment made by Payer's or the Payment Recipient's suppliers.

**Payment method** – the Payment method supported by the System which the Merchant makes available to the Payer on the Portal.

**(System) Administration Panel** – a dedicated part of the System made available to the Merchant which the Merchant will use to administer and control data and System functions, accessed by the Seller or a person authorised by the Seller using a login and password.

**Payer/User** – an individual, corporation or an unincorporated entity with statutory legal capacity, who are the registered users of the Website, paying for goods or services offered by the Merchant on the Portal or making donations to the benefit of 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.

**Payment** – individual payment made by the Payer to the Merchant via the System. Every Payment is identified in the System by: Payment number, amount, Identifier and payment method.

**Portal/Store** – a website operated by the Merchant or a website on which the Merchant holds his account and on which the Merchant is offering goods and services to Users, which the Payer can purchase (said purchase involving an obligation to pay), on which the Seller enables the Payer to make the payment or donation using the System and which directs the Payer to Payment processing.

**Settlement Account** – Merchant's bank account indicated in by Merchant while demanding payout, used to make financial settlements between G2A.COM and the Merchant hereunder.

**System** – procedures, rules, schemes and infrastructure organised by G2A.COM and functioning under the

name G2APay, enabling the User to make payments to the Merchant.

**Software** – computer software scripts developed by G2A.COM which together with Portal software enables to use the System.

**Agreement** – this agreement.

**Authorisation request** – a request submitted by the Merchant to G2A.COM to obtain authorisation.

**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.

## § 1 PURPOSE OF AGREEMENT

This Agreement has been drawn up to determine the terms of cooperation between G2A.COM and the Merchant concerning acceptance of payment by the Merchant using the System, including:

- a) acceptance of Payments from Payers for goods and services sold by the Merchant,
- b) acceptance of donations from Payers to Payment Recipients,
- c) comprehensive and individual processing of data disclosed on Payment documents,
- d) forwarding information about the accepted Payments to the Merchant,
- e) transferring Payments to the Merchant by crediting the Settlement Account,
- f) resolving claims concerning Payments.

## § 2 REPRESENTATIONS

1. G2A.COM represents that:

- a) it holds all the necessary rights to the System, which is free of physical and legal defects,
- b) it holds all the necessary rights to the Software,
- c) it has the technical means and financial resources to properly process Payments,
- d) it has the necessary authorisations to manage the System and carry out the related settlements,
- e) operations performed in the System are not considered banking operations and conclusion of the Agreement does not entail opening a bank account, which means that the funds received by the G2A.COM from Payers in relation to provision of payment services to the Recipient are not deposits and are not otherwise refundable,

2. The Merchant represents that:

- a) it does online business consisting in offering goods and services, including access to multimedia services in exchange for payment, accessing which is conditional on obtaining individual authorisation from the Merchant,
- b) it holds all necessary authorisations to do its business, including all individual administrative acts (concessions, certificates, etc.), as may be legally required,
- c) the manner of doing business does not violate the legal regulations in force or interests of third

- parties; terms and conditions of services are published on the Store website,
- d) all Payments are related to the Merchant's business activity,
- e) the goods and services offered on the Portal, including multimedia services, do not violate the law in force, good conduct or social norms and do not infringe on the rights of third parties, and in particular they:
- (i) do not contain obscene or vulgar content, including pornographic content,
  - (ii) do not incite hatred based on race, sex, nationality or sexual orientation, do not offend religious sensibilities and do not challenge secular views,
  - (iii) do not promote Nazism, communism or apartheid and do not question historical truth,
  - (iv) do not infringe on personal rights of any third parties,
  - (v) do not involve hosting services,
  - (vi) do not infringe on intellectual property rights of third parties, including rights to trademarks and other distinguishing marks, copyrights and related rights,
  - (vii) are not designed to circumvent copyright protection techniques or to otherwise facilitate the unlicensed use of copyrighted materials (e.g. 'mod-chips' to break the encryption of game computers to enable the playing of unlicensed copies of games),
  - (viii) do not promote, encourage or provide instructions for criminal acts,
  - (ix) do not contain information violating the privacy of the User or a third party, including personal data, addresses, telephone numbers or payment card numbers,
  - (x) do not concern drugs (narcotics), prescription drugs, tobacco products, firearms, designer drugs or other similar stimulants or alcohol, unless the Merchant offering such goods holds and will produce to G2A.COM a valid permit/license, etc. concerning offering such goods in the Store, which does not raise any concerns or objections,

### § 3 RIGHTS AND OBLIGATIONS OF G2A.COM

1. G2A.COM makes the System available to the Merchant and thereby indirectly to Users, by delivering Software to the Merchant together with technical documentation, specification, technical specifications and other documents regarding the System, enabling the Merchant and indirectly the Users to use the System on terms specified herein. Documentation has been published at <https://pay.g2a.com/documentation>.
2. G2A.COM is not obliged hereunder to integrate the System with the Merchant's software or IT system. The Parties can independently agree to carry out such works in the manner and scope agreed by the Parties.
3. G2A.COM undertakes to ensure complimentary access to technical support to the Merchant concerning day-to-day usage of the System. The day-to-day usage referred to in the previous sentence does not include actions which are beyond the scope of this Agreement pursuant to Clause 2 of this section.

4. G2A.COM undertakes to ensure data exchange between G2A.COM and the Merchant in accordance with the System specification.
5. G2A.COM undertakes to publish and continue to update in the System's Administration Panel the list of Payments accepted for processing, in each case not later than by the end of the day on which the given Payment was accepted for execution.
6. G2A.COM may not accept a Payment for processing in the Payment System if said Payment fails to conform to the requirements set out herein or in other agreements/regulations in place between G2A.COM and the Merchant as well as in situations described in the applicable laws, including pursuant to rulings of the relevant bodies, irrespective of when the Payments were found not to comply with acceptance criteria, and in particular:
  - a) whenever Payment information provided by the Payer are inconsistent with the data entered into the System by the Merchant or the data required by the System,
  - b) whenever the Third party refuses to execute the Payment,
  - c) whenever G2A.COM fails to receive any Payment information from a third party that may be required by law or in order to enable G2A.COM to identify the Payment,
  - d) whenever there is reasonable doubt that the Payment may be unlawful or infringe on fair trading practice.
7. While executing this Agreement, G2A.COM will be using data transmission channels ensuring security of personal data and Payment.
8. G2A.COM may unilaterally amend this Agreement pursuant to this provision. G2A.COM will immediately inform the Merchant about the proposed amendment via e-mail, not later than 14 days before the amendment becomes effective. If the Merchant fails to notify G2A.COM about objections to the amendment by the date of said amendment becoming effective, the Merchant will be deemed to have consented to the amendment, in particular to charging due fees and remuneration, as informed by G2A.COM. The Merchant may terminate the Agreement with immediate effect before the date of the proposed changes coming into effect or may only object to the amendment, such objection entailing termination hereof on the date on which the proposed changes become effective.
9. G2A.COM may introduce changes to the System without previously notifying the Merchant, such changes being intended to improve security, functionality or personal data protection and as may be necessary in view of the changing situation on the market. G2A.COM will inform the Merchant about the introduced changes via e-mail or by publishing information in the Administration Panel.
10. Should G2A.COM come to reasonably suspect (in particular by receiving reliable information or an official notification) the following:
  - a) breach or potential breach by the Merchant of the terms hereof, violation of the law, breach of the principles of good conduct or social norms, including offering by the Merchant of goods, services or multimedia content that fail to meet the requirements specified in Clause 2(2)(e) hereof,
  - b) default of the Merchant on the obligation specified in Clause 4(8) hereof,

- c) unauthorised use of the System by the Merchant or a third party acting in consultation with or upon explicit or implied consent of the Merchant,

G2A.COM will be entitled to:

- a) immediately stop accepting or processing Payments and suspend all payments to the Merchant without previously notifying the Merchant and, as permitted by law, without notifying the Merchant at all,
  - b) block the Merchant's access to the System with immediate effect and without prior notification.
  - c) claim for penalty in the amount of EUR 500.000,00 (in words: five hundred thousand euros).
11. Upon request of G2A.COM, the Merchant will make additional information available to G2A.COM to enable full verification of the Payment by way of applying the funds referred to in Clause 10 of this section, such information including User data and information available to the Merchant.
12. G2A.COM does not verify the goods, services or content offered by the Merchant. However, G2A.COM reserves the right to randomly verify the goods/services/content to confirm whether they are legal and consistent with the principles of good conduct and this Agreement. G2A.COM is not obliged to inform the Merchant in advance about said verification process.
13. G2A.COM is entitled to commission activities under this Agreement to agents

#### **§ 4 RIGHTS AND OBLIGATIONS OF THE MERCHANT**

1. In order to integrate the System into Portal the Merchant is obliged to set an account at [www.g2a.com](http://www.g2a.com), accept this Agreement and place and/or integrate his products and/or services and/or content within the Website.
2. The System can be integrated into Portal only if the Merchant is operating within gaming industry and Merchant's products and/or services and/or content are strictly related to gaming and the Merchant is not entitled to integrate the System in any Portal or place which is not related to gaming. Merchant is also obliged not to integrate the System into any other internet service and or website which was not accepted by G2A.COM.
3. Merchant is obliged to display the logotype of the System on the Portal. Presenting the System to its customers Merchant cannot use any other name than G2APay.
4. The Merchant undertakes to make the System available to all Users of the Portal.
5. The Merchant may provide access to the System on all Portals the Merchant holds rights to, which comply with the terms of this Agreement and which have been listed in KYC form provided to G2A.COM.
6. The Merchant is required to submit a list of all of its Portals on which access to the System is being offered, including information about goods and services offered there. Any change regarding to the Portals shall be notified to and accepted by G2A.COM prior to implementation of the System to any new/changed Portal.

7. The Merchant undertakes to ensure that throughout the lifetime of the Agreement the Portal will not offer goods or services that fail to comply with the requirements set out in Clause 2(2)(e) hereof.
8. The Merchant undertakes to continue monitoring the compliance of the goods, services and content on the Portal with the restrictions specified in Clause 2(2)(e) hereof, including goods, services and content received from third parties or published on the Portal for or on behalf of third parties or published on the Portal by third parties. The Merchant bears sole and full responsibility for complying with the obligations specified in Clause 4 of this section, irrespective of the reason of the breach, whether the Merchant is at fault or whether the Merchant was aware of the breach.
9. The Merchant irrevocably authorises G2A.COM for the entire lifetime of the Agreement to inspect data transmitted through the System in accordance with the System specification.
10. The Merchant undertakes to take into account the nature of its business while performing this Agreement.
11. The Merchant undertakes not to use the System and prevent using it to violate or avoid legal obligations, the principles of fair dealing or the provisions of this Agreement. Should the Merchant become aware in any way about such use or attempted use of the System, the Merchant will be obliged to immediately notify G2A.COM and provide information about the responsible persons, if available.
12. The Merchant undertakes to immediately notify G2A.COM about any malfunction or irregularity in the functioning of the System.
13. The Merchant using the System may not use it to transmit illegal or prohibited content and bears full and sole responsibility towards G2A.COM as well as third parties for all and any content transmitted using the System.
14. The Merchant will maintain appropriate IT infrastructure to start and use the System, meeting the following minimum technical requirements:
  - a) Internet access,
  - b) availability of one of the following Internet browsers: Internet Explorer, Firefox, Chrome, Safari, Opera,
  - c) an active e-mail address,
  - d) hosting services (for the Store) that ensure safeguards against unauthorised access to the Store's source code,
  - e) it is also recommended to use methods of communication between the System and the Store using secure HTTPS protocol.
15. The Merchant will individually and at its own expense integrate the Merchant's System with G2A.COM, in keeping with the technical documentation provided free of charge by G2A.COM.
16. The costs of uninterrupted use of the IT infrastructure, whose parameters meet or exceed those specified in Clause 11 of this section, will be borne by the Merchant.
17. G2A.COM may, at any time, take appropriate actions to identify the Merchant, as defined in the anti-

money laundering/combating the financing of terrorism regulations, and the Merchant will provide G2A.COM with the necessary information, clarifications and documents.

18. The products and/or services offered within the point of sale shall be clearly and fully described. Description of Merchant's products and/or services along with their names and URL addresses will be visible to Payers.

## § 5 INTANGIBLE PROPERTY RIGHTS

1. G2A.COM authorises the Merchant to use the Software in the scope necessary to use the System as intended.
2. G2A.COM holds all exclusive rights related to the System and Software (such as the right to the name or business name or economic rights).
3. G2A.COM represents that it holds the appropriate rights to the trademark, brand and logotype included or integrated in/connected with/the System and/or Software.
4. G2A.COM authorises the Merchant to use the G2A.COM trademark, brand and logotype referred to in Clause 3 of this Section as well as information materials concerning the System within the scope specified in Section 11 hereof. The G2A.COM's logo as well as information materials are provided by G2A.COM. The fee for using the G2A.COM's trademark and information materials by the Merchant has been included the mutual settlements between the Parties hereunder specified herein. The Merchant may use the G2A.COM trademark and information materials only to inform Payers about the Merchant's use of the System and about the terms of executing Payments. The Merchant may not:
  - a) alter G2A.COM, trademarks,
  - b) present G2A.COM trademarks in a way that could suggest that the services offered by the Merchant on the Portal are offered by G2A.COM.
5. The Merchant represents that it holds full and exclusive rights to the trademarks and other logos/names specified in Appendix No 3 to this Agreement.
6. The Merchant authorises G2A.COM to use the Merchant's trademarks, referred to in Clause 5 of this section, within the scope specified in Section 11 hereof. The Merchant's logo is provided by the Merchant. The fee for using the Merchant's logo by G2A.COM has been included the mutual settlements between the Parties hereunder specified herein.
7. The authorisation referred to in Clauses 1, 4 and 6 of this section is granted for the lifetime of this Agreement.
8. Upon expiry of the Agreement, the Merchant undertakes to immediately discontinue using G2A.COM trademark and the promotional materials created by the Merchant that contain the G2A.COM logo. Within fourteen (14) dates of termination or expiry of the Agreement, the Merchant will return to G2A.COM or dispose of (as instructed by G2A.COM) all carriers, manuals, technical descriptions and other materials concerning the transfer to the Merchant of the Software, the System and the carrier with G2A.COM trademark, which the Merchant is in possession of on the date of expiry hereof.
9. Sublicensing by the Party of the use of the trademark of the other Party requires consent of the latter

in writing, otherwise being invalid.

10. If any third party makes a claim against any Party hereto in which the use of the intellectual property referred to in this clause in the scope specified herein infringes on that party's intellectual rights or license or obliges the other Party to pay any fees or amounts, the Party at fault undertakes to immediately provide all information and documents necessary to defend against said claim and will bear all reasonable costs and expenses incurred by the other Party in connection with the defence of the claim by the third party and, in particular, will reimburse all costs of damages and refund the attorney's fees in accordance with the prescribed rates.

## § 6 LIABILITY

1. G2A.COM is not a party to and does not bear the consequences of any legal actions initiated by the Merchant against the Payer.
2. The Merchant is fully and solely liable for meeting its obligations in connection with which the Payment is being made, in particular for meeting the Merchant's obligation under the agreement concluded by and between the Merchant and the Payer, whose reciprocal obligation is Payment. The Merchant is fully liable for all consequences of withdrawing from said agreement pursuant to separate provisions.
3. G2A.COM is not liable for improper use of Payers' data by the Merchant or by persons engaged by the Merchant to perform actions involving the Payers and G2A.COM.
4. G2A.COM is not a party to and does not bear the consequences of the agreement concluded by the Payer with any third party, pursuant to which the Payer advances funds to G2A.COM via the Third party third party for further credit to the Merchant.
5. G2A.COM will not be liable for any losses occurring as a result of irregularities arising out of errors or omissions of the Third party third party, including failure to transfer funds by the third party to G2A.COM on time, in the right amount and with the appropriate information identifying the Payment.
6. G2A.COM bears responsibility for malfunctions of the System arising through fault of G2A.COM. G2A.COM will not be liable for improper Payment information provided by the Merchant.
7. G2A.COM will not be liable for goods, services or content published on the Portal or for their type, genre or quality. The Merchant will not be liable for content published on the System website.
8. The Merchant undertakes to indemnify and hold G2A.COM harmless against any claims for damages made against G2A.COM by third parties, resulting from or in connection with a breach by the Merchant of the obligations hereunder, in particular consisting in offering goods, services and content to Users that contain features listed in Clause 2(2)(e) hereof. As part of releasing G2A.COM from the obligation to make the performance in question, the Merchant will cover the legal costs, the potential damages and the reasonable attorney's fees resulting from a court order or an out-of-court settlement with a third party or from acceptance of the claim by G2A.COM.
9. To the extent the release from the obligation to make the performance referred to in the previous clause is impossible or to the extent, as a result of offering goods, services or content by the Merchant to Users containing features listed in Clause 2(2)(e) hereof, G2A.COM suffers losses other than losses related to third-party liability, the Merchant will redress the damage suffered by G2A.COM in full.

10. G2A.COM will not be liable for failure to execute the payment to the Settlement Account or delays in its execution for reasons that materialised after G2A.COM submitted a payment order to the bank or for reasons beyond the control of G2A.COM. G2A.COM will not be liable for the consequences of providing false or incomplete information by the Merchant that prevent the execution of the bank transfer.
11. G2A.COM will not be liable for the consequences for and losses suffered by the Merchant or Users, arising out of:
  - a) actions or omissions of entities which G2A.COM is not responsible for, including malfunctions, unavailability or improper functioning of the IT systems of telecommunication operators or malfunctions, unavailability or improper functioning of the intermediaries of their systems,
  - b) force majeure,
  - c) malfunctions or unavailability of G2A.COM IT systems, if these were impossible to prevent exercising utmost care,
  - d) failure to execute the Payment by G2A.COM related to performing AML/CFT obligations
12. G2A.COM will not be liable for the results of actions taken pursuant to Clause 3(10) hereof by the Merchant or Payer, including losses suffered on this account by the Merchant or Payer.
13. To the extent the liability of the Parties is excluded hereunder or at law, it will be limited to actual losses.
14. G2A.COM will be responsible towards the Merchant for the actions of its agents as for its own actions.

## § 7 CLAIMS AND COMPLAINTS

1. G2A.COM will investigate the claims related to the Payments submitted by the Merchant.
2. G2A.COM may individually question the Payment it finds that there are grounds for filing a claim by the Payer, including the use of a payment instrument by an unauthorised person or improper execution of a Payment, irrespective of the Payer's behaviour. G2A.COM's right to question a Payment expires 13 months after the date of debiting the Payer with the amount of the Payment.
3. Claims will be sent to G2A.COM's correspondence address specified in Clause 13(1) using one of the methods states therein.
4. If the Merchant finds any irregularities in the functioning of the System, including unauthorised, failed or improperly executed Payment, the Merchant undertakes to report the noted irregularities to G2A.COM:
  - a) in the event of irregularities in the functioning of the System, other than unauthorised, failed or improperly executed Payment, immediately but not later than within 14 calendar days of the date on which the Merchant found or could easily find the irregularity,
  - b) in the event of irregularities concerning unauthorised, failed or improperly executed Payment, immediately but not later than within 14 calendar days of the date on which information about the Payment was made available in the Administration Panel or, if this

information has not been published in the Administration Panel, within 14 calendar days of the date this information should be made available hereunder. Upon expiry of the deadline specified in (b) above, the Merchant may no longer make claims against G2A.COM in relation to an unauthorised, failed or improperly executed Payment.

5. The claim regarding a Payment submitted by the Merchant to G2A.COM should contain at least the following information: Payment number, Payment amount, Payment details, name and surname of bank account (payment card) holder and, if known to the Merchant – the name of the bank and the bank account from which the Payer's Payment originates (in the case of car payments – name of the card and information about the other provider of the Payer), evidence supporting the claim, identification of parties to the transaction and a detailed description of the event giving rise to the claim. G2A.COM will verify whether the claim conforms to the requirements set forth in this Agreement. As part of the claims investigation process G2A.COM will be authorised to request to provide further details or reject the claim in view of failing to comply with the requirements hereunder, which results in expiration of the Merchant's claim towards G2A.COM on account of the Payments this claim referred to.
6. The Merchant will provide G2A.COM with explanations and assistance in claims related to Payment processing, if providing explanations and assistance is not illegal. The Merchant will provide explanations within 14 days of G2A.COM's request.
7. G2A.COM will investigate and close claims by examining the circumstances of the Payment in question on terms specified in agreements concluded by G2A.COM with the Merchant and in accordance with the law. While investigating claims, G2A.COM will take into account (without preference) the interests of the User, G2A.COM and the Merchant.
8. The deadline for closing the investigation of the claim is 30 calendar days of submission of the claim to G2A.COM. The deadline referred to in the previous sentence does not include the time required for G2A.COM to take actions which are beyond its influence, including the time required to provide explanations by the User or Merchant.
9. In the event of refusal to provide explanations or assistance or failure to do so within 12 calendar days of submission of the relevant request to the Merchant, G2A.COM reserves the right to make a decision which is favourable for the Payer.
10. If the outcome of the claim is favourable for the Payer, G2A.COM will advise the grounds on which the claim was resolved to the Merchant, upon its request.
11. Should the claim be resolved in such a way that the disputed amount of Payment is to be made available to the Merchant (and if it had not been previously made available), it will be made available within 1 calendar day of resolving the claim.
12. If the claim is resolved in such a way that the Merchant will not be entitled to receive the disputed Payment (and which had been made available to the Merchant), the Merchant undertakes to refund the received payment to G2A.COM. The amount will be returned pursuant to Clauses 10(4)–(5) within 3 calendar days of resolving the claim in the nominal amount of the Payment.

13. Closed investigation may be resumed and the outcome is subject to change if new facts are discovered that may affect the final outcome of the claim.
14. The Merchant will appoint two persons to co-operate with G2A.COM in connection with claims. Appendix No 1 to the Agreement contains a list of persons with contact data.
15. G2A.COM does not investigate claims concerning improper performance of the Merchant's obligations towards the Payer on account of the Payment. If any claims in relation to improper performance by the Merchant of said obligation are submitted to G2A.COM by the Payer, the Merchant undertakes to immediately and individually investigate them within 14 days of submission.
16. The Merchant is obliged to store documents confirming making the performance in exchange for which Payment was made for at least 24 months of performance of the agreement concluded by the Merchant with the Payer, which the Payment accepted by G2A.COM pertains to.

## § 8 SETTLEMENT OF PAYMENTS

1. G2A.COM undertakes to process Authorisation Requests submitted by the Merchant to G2A.COM in connection with issuance by the Payer of instruction to effect Payment.
2. Payment Authorisation by G2A.COM means assuming an obligation by G2A.COM to make the amount of authorised Payment available to the Merchant, unless otherwise stated herein.
3. Making the performance related to the Payment by the Merchant prior to Authorisation or making any other actions that are conditional on payment by the User is at the Merchant's risk.
4. G2A.COM undertakes to make the amount of Authorised Payment available to the Merchant provided that all of the following conditions are met:
  - a) The Payment is disputed and the claim meets the requirements of the agreement concluded by and between the Payer and the relevant Third party providing payment services to the Payer, using which the Payer makes the Payment, and the Payment is disputed within a maximum of 13 months of debiting the Payer's account with the amount of Payment and the Payer requests a refund of the Payment;
  - b) As a result of resolving the claim, in accordance with the terms of the contract concluded by and between the Payer and the Third party, the agreement with G2A.COM and the law in force, including whenever the Payer requests refunding the amount of Payment, the Payer will not be debited with the Payment.
5. The Payment will be settled between G2A.COM and the Merchant on the basis of the Settlement Report generated automatically in the Administration Panel.
6. The Settlement Report will be generated on a daily basis and will cover all authorised Payments up to the date of viewing the Report in the Administration Panel. Refreshing the view in the Administration Panel will reload the displayed Report.
7. If G2A.COM, on the basis of the circumstances known at the time of generating the Settlement Report or known before expiry of the deadline set out in Clause 12 of this section, disputes the Merchant's claim for making available the Payment included in the Settlement Report, G2A.COM will submit its

- reservations concerning the Settlement Report to the Merchant.
8. The reservation referred to in Clause 7 of this section will be submitted by G2A.COM to the Merchant not later than within 3 business days of materialisation of circumstances giving rise to said reservations. Expiry of the deadline referred to in the previous sentence is without prejudice to the right of the Payer or G2A.COM to dispute the Payment pursuant to Section 7 hereof. In response to the reservations of G2A.COM to the Settlement Report, the Merchant may file a claim pursuant to Section 7 hereof.
  9. The Merchant will be entitled to make the amount of Payment available, pursuant to Clause 2 of this section, as soon as the Payment is available in the Administration Panel, pursuant to Clause 3(5) hereof, subject to Clause 4 of this section, however no earlier than 7 days from the payment.
  10. The funds transferred under the effected Payment will be made available by the G2A.COM to the Payment Recipient not later than by the end of the next Business Day following the day on which the Payment request was received. The Merchant may instruct the G2A.COM to transfer the funds representing the executed Payments on a later date than as indicated in the previous sentence. The Merchant may submit its request to extend the deadline for making the amount of Payment available using electronic channels by selecting the appropriate option in the Administration Panel, which will be recorded in the System. The Merchant may, at any time, withdraw its request to extend the deadline for making the amount of Payment available: (1) with respect to future Payments which will be made available in accordance with the first sentence, unless the Merchant resubmits its request to extend the deadline for making the Payment available, and (2) with respect to Payments which have already been executed but which have not yet been made available, which in such cases will be made available to the Payment Recipient not later than by the end of the next Business Day after receiving permission to extend the deadline for making the amount of Payment available. The permission to extend the deadline for making the amount of Payment available may be submitted using electronic channels by selecting the appropriate option in the Administration Panel, which will be recorded in the System.
  11. Amounts due will be made available to the Recipient using the System after the Merchant has logged into the system and provided a valid Merchant ID and password.
  12. Disbursements from the System are funded with deposits made by Users which have been transferred to the System Account on account of purchases made in the Store or with donations. The Merchant orders the withdrawal of funds on the basis of the payments in favour of the Merchant received from Users. Withdrawals may be requested periodically following a schedule created by the Merchant or after the account reaches the balance determined by the Merchant. The Merchant's receivables are a total of amounts deposited by Users net of G2A.COM's commission and bank transfer costs (as stated in the Portal's Tariff). The Merchant may withdraw the deposited funds using the "Funds withdrawal" option in the System Panel – in this case the Merchant also submits a funds withdrawal request.
  13. Irrespective of the withdrawal method selected by the Merchant, G2A.COM undertakes to transfer the amounts due to the Merchant to the Merchant's bank account within no more than 3 business days of submission by the Merchant of a funds withdrawal request. G2A.COM will not be liable for delays in the transfer of funds occurring after G2A.COM has instructed the bank to transfer the funds or for failure to execute or delayed execution of payments resulting from incorrect or incomplete data provided by the Merchant, which prevents execution of the payment order. If the final date of payment

is Saturday, Sunday or a statutory holiday, the withdrawal order will be executed on the next business day.

14. Payments which are impossible to identify in view of the absence of the required data will not be accepted by the System or will not be forwarded to the Merchant. G2A.COM will not be liable towards the Merchant for losses resulting from performance of the provisions under this section. The Merchant will not submit any claims against G2A.COM on this account.
15. The Merchant undertakes not to transmit Authorisation Requests to G2A.COM if, to the best of the Merchant's knowledge, effecting the Payment in question would violate the law in force, the terms of use of the System or if the use of the payment instrument with which the Payment is made is unauthorised.
16. Payment can be made in PLN or in a foreign currency, as agreed between the Parties. The parties will agree whether G2A.COM will convert the amount in foreign currency received from the Payer's supplier to a different currency, and if so which exchange rate and which base currency will be used.
17. The Merchant undertakes not to claim interest on payments made by Users for the period between depositing into the account of G2A.COM and transferring them to the Merchant's bank account, unless the funds are still in G2A.COM's Account after the deadline specified in Clause 13 of this section through fault of G2A.COM.

## **§ 9 ADDITIONAL PROVISIONS ASSOCIATED WITH FINALIZING THE AGREEMENT**

1. Before finalizing this Agreement between the Merchant and G2A.COM the Payment's Recipient has to set up an account, as well as accept the hereby Agreement.
2. The Merchant undertakes to provide, as part of the Website registration process, a list of Internet addresses of all their payment Recipient's Websites, through which they intend to use the Website, as well as to update the list on a regular basis.
3. The Agreement is made both in written and electronic form, on resolute conditions stated below in points a-b, whereby not conforming to any of the below conditions within 90 days results in the termination of the Agreement (conforming to all of the conditions results in the Agreement not being terminated):
  - a) The Merchant must provide (original or certified copy) the certificates confirming their tax ID number, extracts from the appropriate commercial registers (of entrepreneurs), as well as Xeroxed copy of the identity card of the person finalizing the Agreement in their own name, or as Merchant, or as a representative of a Merchant. Furthermore, the documents provided must clearly show that the information provided by the Merchant during the registration and verified in accordance with pt. b, also match the Merchant's data shown in the extract from the commercial register (of entrepreneurs) regarding the Merchant.
4. The Merchant agrees to meet the above conditions presented in pt. 2. Should there be any doubts as to the validity of the information given by the Merchant, or should other circumstances dictate so, the Company may request, from the Merchant, the following:
  - a) a copy of their annual financial statement concerning the last fiscal year,

- b) extracts from their private or business bank account, including credit information
  - c) information on their business activities, copies of permits, concessions, insurances, registration forms and other documents required by the relevant legislation.
5. The Agreement shall be finalized upon the Merchant receiving an electronic confirmation from G2A.COM, stating that the agreement has been finalized. The Merchant shall also be provided with an identification number (Recipient ID) and a password. This confirmation shall be issued within 14 days of G2A.COM receiving a properly filled out registration form. Should G2A.COM not provide confirmation within the given amount of time, or issue a denial, this shall amount to a lack of acceptance from G2A.COM.

## § 10 COMPENSATION AND REIMBURSEMENT

1. The Merchant agrees to provide G2A.COM with compensation and fees.
2. The compensation of G2A.COM, including G2A.COM Payment provision rates; the rate and base for calculating other fees are stipulated at <http://dev.checkout.g2a.com/downloads/G2APay-fee.pdf>.
3. The amounts due to G2A.COM are increased to include VAT in accordance with the legislation applicable to the chargeable event.
4. The amounts due to G2A.COM from the Merchant are payable by setting off receivables of G2A.COM against the Merchant's receivables towards G2A.COM, including specifically the Merchant's receivables towards G2A.COM on making available the amount of Payment, including the Payment in regards to the amounts due and any other Payment, as well as the Merchant's receivables towards G2A.COM on payment of the Merchant's other receivables towards G2A.COM. Should G2A.COM lessen the amounts due to the Merchant on providing the Payment amounts or payment, is tantamount to the offset stipulated in the previous sentence, unless otherwise stated by G2A.COM. Regardless of the aforementioned offset, the G2A.COM is obliged to provide information on Payment of the full amount, as well as the provisions/fees charged by the G2A.COM.
5. Should the receivable of G2A.COM towards the Merchant prove higher than the receivable of the Merchant, G2A.COM may request the Merchant to pay amounts due to G2A.COM in the manner stipulated in the payment notice, specifically to the G2A.COM bank account, within a period of time not shorter than 7 calendar days from the notice being received in a manner allowing the Merchant to learn its contents. The Agreement on accepting compensation using payment instruments
6. Within the first 7 days of each calendar month, G2A.COM issues a VAT invoice to the Merchant to the amount of the compensation and fees due for the preceding calendar month.
7. The Merchant hereby agrees to be issued electronic VAT invoices, as defined by the Act on Value Added Tax.
8. As an alternative to pt. 7 of the hereby paragraph, the Merchant hereby agrees to be sent electronic images of VAT invoices via electronic mail, or other means of electronic communication agreed upon by both Parties, issued in accordance with the Act on Value Added Tax.
9. The Merchant is entitled to set off their receivables towards G2A.COM against the receivables of G2A.COM towards the Merchant.

10. Regardless of any other provisions of the hereby Agreement concerning returns of Payment amounts towards the Payer, the Merchant may at any time accept the Payer's complaint and order G2A.COM to return the received Payment. Unless otherwise stipulated by special provisions, specifically anti-money laundering and combating the financing of terrorism (AML/CFT), G2A.COM, acting as the Merchant's G2A.COM shall return the amount indicated by the Merchant to the Payer, with the reservation that:
- a) the order of such a refund will only be accepted if the settlement balance between G2A.COM and the Merchant is in credit, the receivables of G2A.COM towards the Merchant are lower than the receivables of the Merchant and the balance is sufficient to make the refund,
  - b) should the balance stipulated in pt. a be negative, nil, or insufficient to make the refund, the refund will be made only upon the Merchant transferring the proper amount to G2A.COM,
  - c) G2A.COM is in possession of the Payer information required to make the refund; should G2A.COM not possess Payer data required to make the refund, G2A.COM may request such data from the Merchant, under the pain of denying to make the refund.

#### **§ 11 WEBSITE AND PORTAL PROMOTION**

1. G2A.COM is entitled to use the Merchant's trademarks, as stipulated in § 5 pt. 5 of the Agreement, as well as any other commercial designation of the Merchant, by placing them on any advertisement and promotional material, as well as on G2A.COM websites, while identifying the Merchant as an entity using the services provided by G2A.COM. G2A.COM is also entitled to place a list of Portals and online addresses of the Merchants websites that may be used to access G2A.COM services, on any advertisement and promotional materials, as well as on G2A.COM websites.
2. For the term of the Agreement and without compensation, the Merchant undertakes to place the following on the Portal home page:
  - a) information that the payments on their Recipient Website are processed by G2A.COM;
  - b) information that System is a payment option alongside the other payment options that Merchant offers to Users. The logo of the System must be displayed with equal prominence as the logos for other payment options.
3. Any other forms of promotion or advertisement conducted by any of the Parties of the hereby Agreement, using trademarks or other commercial designation of the other Party, require prior written approval of this Party under pain of invalidity.
4. Each of the Parties undertakes to protect the reputation of the other Party.

#### **§ 12 CONFIDENTIALITY**

1. The Parties to the Agreement undertake to treat any information acquired as a result or as part of the hereby Agreement, relating to technical matters, technical documentation, financial information, that are not meant for public distribution, as confidential. The information shall be deemed confidential whether the Parties have undertaken steps to ensure its confidentiality or marked it as confidential, or not. The Agreement on accepting compensation using payment instruments.

2. The Parties undertake to ensure the confidentiality of the contents of the hereby Agreement, as well as any information resulting from its execution.
3. The obligation to maintain confidentiality, stipulated in pt. 1, does not include information that:
  - a) is revealed publically in a manner conforming to the provisions of the hereby Agreement,
  - b) is publicly available, or widely known in the Party's industry, through means other than being revealed by the Parties, through the Parties, or by the Parties' representatives,
  - c) is necessary to be made public due to the mandatory provisions of the law,
  - d) the Party has received written permission to reveal or use, from the other Party to the hereby Agreement.
4. The obligation to maintain confidentiality, as defined by the hereby Agreement, does not impede the Parties' obligation to share information with authorized entities.
5. Each Party undertakes to make every effort to maintain the confidentiality of the information referred to in pt. 1 under any circumstances, with the exception of sharing the information with their employees or persons acting on behalf of the Merchant for the purpose of the execution of the hereby Agreement on the basis of relationship other than employment relationship.
6. Each person referred to in pt. 5 of the hereby paragraph, who will be provided with the information defined in pt. 1 of the hereby paragraph, shall be informed of the confidential nature of any such information and obliged to treat them in accordance with the provisions of the hereby Agreement.
7. Each Party assumes liability for any actions, or lack thereof, of the persons referred to in pt. 5 of the hereby paragraph, as if they were the Parties' own actions, or lack thereof.
8. The obligation to maintain confidentiality of the information referred to in pt. 1 becomes legally binding for both Parties on the date of finalizing the Agreement and remains such for the term of the Agreement, as well as 5 (five) years from the date of its termination.

### **§ 13 CORRESPONDENCE AND BANK ACCOUNT**

1. Declarations made by each Party in the execution of the hereby Agreement can be provided to the other Party in the following manner:
  - By registered mail;
  - By e-mail.
2. Any change in the Settlement Account information is made via an unilateral declaration from the Merchant. The declaration shall be deemed null and void unless made in writing and signed by the Merchant's authorized representative, disclosed in the proper registers for the moment of issuing the declaration. Changing the Settlement Account also requires a repeat verification procedure for the new Settlement Account, in accordance with the appropriately applied § 9 section 2 pt. a). The declaration of changing Settlement Accounts becomes legally binding within 3 Business Days of its delivery to G2A.COM, but not prior to having positively verified the new Settlement Account in accordance with the appropriately applied § 9 section 2 pt. a).

3. The Merchant undertakes to inform G2A.COM of any changes in the correspondence address given to G2A.COM at least 7 days before the change goes into effect. Should the Merchant fail to inform G2A.COM of such a change, any letters sent to the previous address, email address, or fax number, shall be deemed delivered.
4. Wherever the hereby Agreement stipulates any information to be sent to, or from, the Merchant in the manner defined in section 1 pt. c) between the email addresses of the Parties provided therein, the Merchant agrees that such declarations shall be legally binding for the Parties of the Agreement.

#### § 14 PERSONAL DATA

1. Should, during the execution of the Agreement, the Merchant disclose personal information of Payers to G2A.COM, or should G2A.COM gain access to such data, the provisions of the appropriate personal data protection laws shall be effective.
2. The Merchant is obliged to provide information on his Portal on disclosing the personal data of Payers using the Payment Methods governed by the System to G2A.COM, as well as the extent of the disclosed personal data, naming G2A.COM the administrator of such data, as well as to protect the personal data by any means necessary, including specifically the ones stipulated by law

#### § 15 FINAL PROVISIONS

1. The Agreement is made for an indefinite time. Each Party can terminate the Agreement by giving 60 days' notice and sending a declaration via electronic mail, or the form available in the payment recipient's Panel.
2. G2A.COM can terminate the Agreement, effective immediately, under any of the following circumstances:
  - a) reasonable grounds to believe that there has been a breach of the terms set out in § 2 section 2 pt. e) of the hereby Agreement, the Agreement on accepting compensation using payment instruments,
  - b) circumstances defined in § 3 section 10 pt. a-c of the hereby Agreement have occurred,
  - c) the Merchant refrains from fulfilling their required financial obligations,
  - d) the rights given to the Merchant under the hereby Agreement have been seized or secured in the course of a court proceeding on behalf of a third party,
  - e) the Merchant failed to carry out an important duty set out in the hereby Agreement,
  - f) the Merchant has repeatedly violated any provision of the hereby Agreement,
  - g) control of the Merchant has been, or is about to be, taken over by an entity competitive towards G2A.COM,
  - h) anti-money laundering and combating the financing of terrorism provisions (AML/CFT) require any Payment to be registered.
3. Should individual provisions of the hereby Agreement be deemed null and void, partially or entirely, for any reason, the remaining provisions of the Agreement shall remain in force. In the event of the aforementioned situation, the Parties undertake to replace the null and void provisions with new

- provisions, suitable to execute the Agreement to its fullest extent.
4. The Merchant may not, without prior written consent from G2A.COM, under pain of invalidity, transfer any rights and/or obligations stemming from the hereby Agreement to any third party.
  5. The hereby Agreement and all of its provisions are subject to the law of Hong Kong.
  6. The Merchant, being an individual, undertakes to use the services provided by G2A.COM, based on the hereby Agreement, solely for the purpose of their business activities, professional activities, or activities related to accepting donations.
  7. The hereby Agreement regulates any and all activities of the Merchant, being an individual, to the extent of this Merchant using the services provided by G2A.COM based on the hereby Agreement, including any activities of the Merchant made in violation of section 8 of the hereby paragraph.
  8. The Parties undertake to promptly resolve any and all disagreements regarding the hereby Agreement by means of consultation and negotiation. Should a compromise not be reached within 30 days of negotiations, or a futile attempt to begin negotiations, the Parties agree for the disagreement to be settled by a court having jurisdiction over the seat of G2A.COM at the moment of bringing an action or filing a court motion.
  9. Any changes or amendments to the hereby Agreement shall be deemed null and void unless made in writing, unless the hereby Agreement stipulates otherwise, specifically § 3 pt. 8.
  10. The Parties undertake to mutually inform the other Party of any changes in place of business, or their legal status, as well as any other changes affecting the execution of the hereby Agreement, by presenting the appropriate documents confirming the change.
  11. The Merchant undertakes to immediately inform G2A.COM of a cessation of business activities, not later than on the effective date of the cessation.
  12. Should the hereby Agreement not specify whether a deadline is measured in Business Days, or calendar days, such a deadline shall be measured in calendar days.
  13. The Parties are and remain independent contractors. None of the provisions of the hereby Agreement shall be interpreted as forming of partnership, a joint venture, or agency between the Parties, or as granting exclusivity for performing any work. Each of the Parties undertakes to settle and cover their expenses related to the execution of the hereby Agreement in a prompt and orderly manner.
  14. The hereby Agreement, including its appendices, which constitute its integral part, represents the full scope of the agreement made between the Parties and supplants any previous arrangements, written or spoken, made between the Parties in this regard.
  15. All the appendices and attachments constitute an integral part of the Agreement.