

## G2A PAY MERCHANT TERMS AND CONDITIONS (Annex to the Merchant Agreement)

### 1. GENERAL TERMS

- 1.1. These G2A Pay Merchant Terms and Conditions (hereinafter referred to as “Merchant Terms”) set out below and the G2A Pay Merchant Agreement signed between G2A.COM Limited, a company residing in 36/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong (hereinafter referred to as the “G2A.COM”) and individual Merchants, as may be amended from time to time pursuant to the method agreed between the Parties, shall form the basis of the mutual cooperation between the relevant Merchant and G2A.COM.
- 1.2. The Merchant agrees and acknowledges that the Merchant Terms, as may be amended by G2A.COM from time to time, are an integral part of the Merchant Agreement.
- 1.3. Unless otherwise provided herein, all terms used in these Merchant Terms shall have the same meaning as defined in the Merchant Agreement.
- 1.4. All references to the Merchant Agreement shall also include these Merchant Terms unless the context requires otherwise.
- 1.5. The Parties hereby agree to adopt the following terms and meanings which shall be applied to these Merchant Terms and G2A Pay Integration Agreement as a whole:

**Acquirer** means a payment service provider contracting with G2A.COM to accept and process card-based payment transactions, which result in a transfer of funds to G2A.COM or Merchant;

**Adjustments** means all refunds, returns, adjustments, fees, Penalties, surcharges, expenses, interchange fees and similar fees and assessments, and other payments or amounts due from Merchant or for which Merchant is liable under this Agreement or otherwise with respect to the G2A Pay services or transactions, and shall include, for the avoidance of doubt, any amounts due as a result of a Chargeback or Refund;

**Refund** means a transaction initiated by the Customer or on his behalf or by Merchant to effect a credit or refund to a Customer’s account which is linked directly to a prior sales transaction;

**Penalties** means any fine or amount (including any associated costs) which may be levied on G2A.COM and/or Merchant by Acquirer, Payment Institution and/or Card Organization due to result of a breach of Card Scheme Rules and/or Payment Institution rules within the transaction;

**Card Scheme Rules** means all current and future by-laws, rules, regulations, interpretations and other guidelines promulgated by any Card Organization from time to time;

- Card Organization** means card organization, including but not limited, Visa International, MasterCard, China UnionPay, Discover Card, American Express, JCB and such other card organizations;
- Chargebacks** mean a disputed transaction for which the card issuer or Payment Institution seeks reimbursement to the cardholder or Payment Instruments in circumstances stipulated by the Payment Institution or Card Scheme Rules;
- Payment Institution** means payment service provider which is entitled to provide payment services, including but not limited to provide:
- (i) services enabling cash to be placed on or withdrawal from payment account as well as all the operations required for operating a payment account;
  - (ii) execution of payment transactions;
  - (iii) issuing of payment instruments and/or acquiring of payment transactions;
  - (iv) money remittance;
  - (v) payment initiation services;
  - (vi) account information services.

## 2. MERCHANT'S REPRESENTATIONS

### 2.1. Merchant represents that it shall:

- a. disclose to Customers, at the time of each Customer transaction any limitation or potential costs associated with accepting returned merchandise or services or issuing refunds;
- b. comply with any and all applicable obligations imposed upon Merchant in the Merchant's jurisdiction and of the Customer's domicile;
- c. at all times comply with its obligations under applicable laws based on relevant and applicable data protection legislation and that Merchant shall implement appropriate measures to protect personal data;
- d. hold all necessary authorizations to do its business as may be legally required;
- e. respect the intellectual property rights of third parties with regards to the goods and/or services provided to its Customers and does not and will not infringe such rights in any way and upon becoming aware of any infringement of such rights will immediately terminate such infringement;
- f. not sell any goods or services that are listed in Schedule I, or any goods or services the sale of which is prohibited under the laws of Merchant's country of domicile and of those countries in which Merchant offers its goods and/or services and/or the Rules;
- g. execute its obligations towards its Customer relating to the provision of goods or services including but not limited to accepting responsibility for the acceptance of a Customer

- order and its fulfilment in accordance with the Merchant's terms and conditions, agreement with its Customer and any and all applicable laws;
- h. only accept payment in respect of goods and services which commonly fall within its business, as notified to G2A.COM prior to the Effective Date. Should the Merchant's business change, Merchant will immediately inform G2A.COM;
  - i. immediately notify G2A.COM about any malfunction or irregularity in the functioning of G2A Pay;
  - j. notwithstanding any authorization or request of a Customer, not re-enter or reprocess any transaction which has been charged back;
  - k. promptly notify G2A.COM of any changes of ownership, regulatory actions, financial conditions and business products or services it provides or any other anticipated changes within its organization that potentially may affect the scope, volume or composition of the Merchant's business under the Merchant Agreement and the Merchant Terms;
  - l. not appoint any agent, supplier or any other third party to process payments on its behalf without the prior written approval of G2A.COM; and
  - m. not use G2A Pay in any manner whatsoever which constitute a violation of any law, governmental regulation or Rules which may cause G2A.COM to be subject to any investigation, prosecution or legal action.
- 2.2 Merchant warrants that G2A Pay will not be offered or associated with contracts or dealings with any blacklisted country or region that may be found on a sanction program administered by the Office of Foreign Assets Control ("OFAC") or included into EU/UN consolidated sanctions lists. Additionally, G2A Pay will not be offered to or associated with contracts, dealings, financial interests, holdings, banking, contracting, information systems hosting and/or advertising with Customers from Afghanistan, Algeria, Burma/Myanmar, Cuba, Crimea Region, Democratic Republic of Congo, Eritrea, Iran, Iraq, Kosovo, Lebanon, Libya, North Korea, Palestinian Territory and Gaza Strip, Somalia, South Sudan, Sudan, Syria, and Yemen. Any violation or suspected violation by Merchant of this section will lead G2A.COM to immediately suspend Merchant's account and G2A.COM may terminate the Merchant Agreement. Merchant shall fully indemnify and keep G2A.COM harmless against any cause of action, fine, suspension or sanction arising due to Merchant's breach of this section.
- 2.3 Merchant agrees that any payouts of funds from Merchant's G2A Pay account shall be to a bank account or other valid payment method registered in Merchant's name and may not be to an account or financial institution located or registered within the boundaries of any country or region referenced in section 2.2 above. In order to ensure compliance with G2A.COM's Anti-Money Laundering and Counter Terrorist Financing Policy ("AML/CTF Policy"), G2A.COM reserves the right to verify any financial institution account or payment method to which Merchant requests a withdrawal of funds to. Upon request by G2A.COM, Merchant agrees to provide any necessary documentation requested by G2A.COM to verify Merchant's account and the ultimate beneficial owner ("UBO") of said account. Any non-compliance with this section will be grounds for immediate termination of Merchant's account and the Merchant Agreement.

- 2.4 Merchant is solely responsible for any and all goods or services provided by Merchant to Customers and except for the express obligations of G2A.COM set forth in the Merchant Agreement or in these Merchant Terms, Merchant is solely responsible for all activities required by or otherwise related to the delivery, support and execution of goods or services, including all fees, costs, taxes or other expenses related to the goods or services.
- 2.5 Merchant shall be liable for and keep G2A.COM harmless from any Adjustments, Penalty, Chargeback, Refund, and fines, expenses, costs, claims or other liabilities incurred by G2A.COM as a result of: any error, negligence, misconduct or fraud by Merchant, Merchant's employees, or someone acting on Merchant's behalf; and any losses resulting from Merchant's failure to comply with the terms of the Merchant Agreement, or Merchant's usage of G2A Pay.
- 2.6 Merchant is responsible for administering and maintaining the confidentiality and security of Merchant's password, login and access and use protocols to ensure the secure access and use by Merchant of G2A Pay and the Administration Panel. Merchant is responsible for all actions and conduct, including the actions and conduct of Merchant, Merchant's personnel and any third parties, occurring under Merchant's logins.
- 2.7 Merchant acknowledges and accepts that his/her G2A Pay Account has limited functionality until (i) the entire AML/KYC verification process related to the Merchant is done by G2A.COM, and (ii) the entire G2A Pay Integration Agreement (this one is only the part of it) is signed between G2A.COM and the Merchant. The Merchant acknowledges and accepts that his/her G2A Wallet account has limited functionality until (i) the entire AML/KYC verification process related to the Merchant is done by G2A.COM, and (ii) the entire G2A Pay Integration Agreement is signed between G2A.COM and the Merchant. Under limited functionality, the Merchant is entitled only to receive payments from Customer who uses G2A PAY online payment gateway to his/her G2A Wallet account solely up to euro 900 and/or for 30 calendar days from the date the website address of the Merchant's online store is provided to the G2A.COM. The Merchant under limited functionality is not entitled to process or make any payout from G2A Wallet.

### 3. G2A's OBLIGATIONS

- 3.1. G2A.COM shall provide Merchant with certain software and documentation related to the use of the G2A Pay to enable the use of the G2A Pay on Merchant's Website. G2A.COM hereby grants Merchant a royalty free, non-exclusive, revocable, non-sublicenseable, non-transferable license to use G2A Pay on Merchant's Website during the Term of the Merchant Agreement. G2A.COM may utilize third parties or agents in order to carryout G2A.COM's duties and obligations under the Merchant Agreement. G2A.COM will be responsible for the actions of its agents as if those actions were the actions of G2A.COM.
- 3.2. G2A.COM shall ensure that Merchant has access to technical support concerning day-to-day usage of G2A Pay. As part of G2A Pay, G2A.COM shall provide an Administration Panel for Merchant to manage Merchant's G2A Pay account.
- 3.3. The commercial terms relating to the use of the G2A Pay are set forth in the G2A Pay Table of Fees (Schedule II).

- 3.4. G2A.COM shall actively monitor Merchant's transactions and may, at any time, suspend any transaction that is unlawful or fraudulent or G2A.COM in its sole discretion considers is unlawful or fraudulent, suspicious or not in accordance with G2A.COM's AML/CTF Policy. If requested by G2A.COM, Merchant agrees to furnish any additional information with regards to any transaction, including the nature and parties involved. Failure by Merchant to provide information will lead to the transaction being rejected and G2A.COM may suspend or terminate the Merchant Agreement.
- 3.5. G2A.COM reserves the right to reject a payment for processing if the said payment, for example: (i) fails to conform to the requirements set out herein; (ii) information provided by the payer/payee is inconsistent with the data entered into G2A Pay by the Merchant or the data required by G2A Pay; (iii) a third party processor refuses to execute the payment; or (iv) G2A.COM fails to receive payment information from a third party that may be required by law or by G2A.COM in order to enable G2A.COM to identify the payment.
- 3.6. G2A.COM may introduce changes to G2A Pay service and the Merchant Terms without previously notifying the Merchant, for example, changes being intended to improve security, functionality or personal data protection or as may be necessary due to third party providers, market or regulatory requirements. G2A.COM will inform Merchant about introduced changes via e-mail or by publishing information on the G2A Pay website.
- 3.7. In the event that G2A.COM amends or otherwise changes the Merchant Agreement or these Merchant Terms, including Schedule I Prohibited Items or Schedule II G2A Pay Table of Fees, Merchant shall have thirty (30) days in which to review any such changes, afterwards any such changes become binding upon the Merchant. If Merchant disagrees with such changes thereto, Merchant shall notify G2A.COM and the Parties shall attempt in good faith negotiations to reconcile said disagreement. If, following said notice by Merchant, the Parties are unable to reach a mutual resolution within fourteen (14) days, Merchant may terminate the Merchant Agreement upon notice to G2A.COM.
- 3.8. Should G2A.COM come to reasonably suspect 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 the offering by Merchant of prohibited goods or services or any unauthorized use of G2A Pay by Merchant or a third party acting in consortium with or upon explicit or implied consent of Merchant, G2A.COM will be entitled to immediately cease accepting or processing payments and suspend all payments to the Merchant without first notifying the Merchant and, as may be required or permitted by law, without notifying the Merchant block the Merchant's access to G2A Pay with immediate effect.
- 3.9. G2A.COM does not verify the goods, services or content offered by the Merchant and nothing in the Merchant Agreement or these Merchant Terms shall be so interpreted. However, G2A.COM reserves the right, without notification to Merchant, to randomly verify the goods and/or services to confirm that they are legal and consistent with the Merchant Agreement and the Merchant Terms.
- 3.10. G2A.COM may conduct marketing campaigns to promote Merchant's brand and goods or services pursuant to the Merchant Agreement and these Merchant Terms. The specific terms and



conditions of any such marketing campaigns shall be subject to further arrangements between the Parties.

- 3.11. Merchant understands and acknowledges that during the term of this Merchant Agreement and the Merchant Terms and after their termination for any reason whatsoever, Merchant shall be and remain responsible for all Adjustments, Penalties, Chargebacks and Refunds due or which thereafter may become due resulting in any way from transactions processed pursuant to the Merchant Agreement and the Merchant Terms. Merchant will promptly and unconditionally pay G2A.COM on demand the value of all Adjustments, Penalties, Chargebacks and Refunds. However, G2A.COM shall endeavor to explain the basis of the charge of Adjustments, Penalties, Chargebacks and Refunds. For this purpose, the Merchant is obliged to promptly provide G2A.COM with all requested documents and support G2A.COM to resolve any dispute with Acquirer, Payment Institution and/or Card Institution.
- 3.12. If the levels of Refunds or Chargebacks exceed 1% of the total value of transactions made by Customers via Merchant's Website in calendar month and/or Merchant does not cooperate with G2A.COM to explain basis of the aforesaid incident, G2A.COM is entitled to promptly deactivate payment method(s) in which aforesaid limit is exceeded and/or terminate this Agreement.



#### 4. SETTLEMENTS AND FEES

- 4.1. A settlement report will be generated on a daily basis in the Administration Panel of Merchant's G2A Pay account and will cover all authorized payments and settled funds up to the date of viewing if G2A.COM, knowns at the time of generating a settlement report or before the expiration of the deadline set forth in this section, of a dispute with regards to a payment due to the Merchant, G2A.COM may withhold said payment until resolution of any dispute.
- 4.2. The total of amounts deposited is the amount of payments made by Customers to Merchant net of: G2A.COM's fees (as defined below), transactional costs, processing costs, any refunds and/or disputed amounts ("net amount"). The net amount shall be deposited by G2A.COM into Merchant's G2A Pay account. Merchant may request a payout from the Merchant's G2A Pay account based upon the balance indicated in Merchant's Administration Panel settlement report. Upon Merchant's payout request, G2A.COM shall remit any positive balance accumulated by Merchant in Merchant's G2A Pay account within fourteen (14) business days after Merchant's payout request is verified by G2A.COM. Merchants that have been verified by G2A.COM and that maintain consistently low dispute and chargebacks levels and consistently high level of Customer satisfaction, may, at G2A.COM's discretion, have the fourteen (14) business day period reduced and their payout expedited by G2A.COM. Merchant may receive further details about the expedited payout process from Merchant's designated account manager at G2A.COM.
- 4.3. Irrespective of the payout method selected by the Merchant, G2A.COM undertakes to transfer the amounts due to the Merchant no more than three (3) business days after submission by the Merchant of a funds payout request. G2A.COM will not be liable for delays in the transfer of funds occurring after G2A.COM has instructed the bank/respective financial institution to transfer the funds or for failure to execute or delayed execution of payments resulting from incorrect or incomplete data provided by the Merchant. If the final date of the withdrawal is a Saturday, Sunday or a statutory holiday, the payout order will be executed on the subsequent business day.
- 4.5. Payment can be made in any number of currencies, as agreed between the Parties. The Merchant must provide G2A.COM with clear instructions for each payout request whether G2A.COM is to convert the amount in foreign currency received by the Merchant into a different currency. If G2A.COM is to convert the amount in foreign currency received by the Merchant into a different currency, the applicable exchange rate and potential conversion fees will be displayed to the Merchant on G2A.COM's website prior to completion of the payout request.
- 4.6. In exchange for G2A Pay services, Merchant agrees that G2A.COM shall charge the fees as set forth in the G2A Pay Table of Fees, Schedule II ("fees"). The amounts due to G2A.COM from the Merchant for providing G2A Pay services shall be set-off by G2A.COM against the Merchant's receivables. If the Merchant's receivables are insufficient to cover G2A.COM's fees, G2A.COM reserves the right to issue an invoice for said fees which shall be due ten (10) days after receipt by Merchant.
- 4.7. The Merchant shall be solely responsible to pay, indemnify, and hold G2A.COM harmless from (i) any sales, use, excise, import or export, value-added, or similar tax or duty, and any other tax or duty, and (ii) all government permit fees, customs fees and similar fees which G2A.COM may incur with respect to the Merchant Agreement and the Merchant Terms. Such taxes, fees and duties paid

by Merchant shall not be considered a part of, a deduction from, or an offset against, payments due to G2A.COM hereunder.

- 4.8. G2A.COM may set-off any obligation due from the Merchant under the Merchant Agreement and the Merchant Terms, against any obligation owed by G2A.COM to the Merchant. If the obligations are in different currencies, G2A.COM may convert either obligation at a market rate of exchange in its usual course of business. G2A.COM may implement such set-off notwithstanding any declaration of bankruptcy or insolvency of the Merchant.
- 4.9. Within the first seven (7) days of each calendar month, G2A.COM shall issue an invoice to the Merchant for the amount of fees due for the preceding calendar month. The Merchant hereby agrees to receive electronic invoices.

## 5. RADEMARK LICENSE AND CONDITIONS APPLICABLE TO APPEARANCE OF LICENSED TRADEMARKS

- 5.1. Merchant hereby grants to G2A.COM, and its affiliates a non-assignable, non-transferable royalty free license during the Term to use Merchant's trademarks and any materials supplied by Merchant from time-to-time necessary for or related to G2A.COM's regular marketing and promotional activities (collectively "Merchant's Trademarks"). Merchant's license authorizes G2A.COM, in order to maximize Merchant's exposure and sales, to utilize Merchant's Trademarks for promotional purposes on G2A.COM's website, on the internet, in print, at conferences and in any other manner or means G2A.COM deems is commercially necessary.
- 5.2. Merchant represents and warrants that Merchant's Trademarks will not infringe upon, misappropriate or violate any other party's intellectual property rights, including patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyrights (including rights in software), database rights, design rights, rights in confidential information and any other intellectual property rights whatsoever, irrespective of whether such intellectual property rights have been registered or not and that the use thereof does not violate any agreement binding on Merchant.
- 5.3. If a third-party claims that Merchant's Trademarks are in breach of a third party's rights or are otherwise unlawful, Merchant shall fully indemnify G2A.COM including all costs and expenses in relation to such alleged or actual breach.
- 5.4. G2A.COM hereby grants to Merchant a non-assignable, non-transferable royalty-free license during the Term to use G2A.COM's trademarks and any materials supplied by G2A.COM from time-to-time (collectively "G2A.COM's Trademarks") necessary for or related to Merchant's marketing and promotional activities.
- 5.5. Each Party shall use reasonable endeavors to ensure that that the other Party's brand and trademark usage guidelines and requests are complied with in connection with the Merchant Agreement.

## 6. CONFIDENTIALITY

- 6.1. Each Party (the "Recipient") will retain in confidence all Confidential Information.
- 6.2. Recipient will protect Confidential Information against any unauthorized use or distribution to the same extent that the Recipient protects its own Confidential Information of a similar nature against



unauthorized use or distribution but in no event using less than commercially reasonable efforts to protect the Confidential Information. Without limiting the generality of the foregoing:

- a. the Recipient will use Confidential Information solely for the purposes for which it has been disclosed;
  - b. the Recipient will disclose such Confidential Information only to those of its employees, agents, consultants and other representatives who have a need to know the same for the purposes described in (a) above, and who understand and acknowledge their obligation and willingness to preserve and hold such Confidential Information in strict confidence;
  - c. the Recipient will not copy or authorize the copying of any Confidential Information, except as required for the purposes described in (a) above or otherwise authorized by the disclosing Party in writing;
  - d. any copy of any Confidential Information that is made or authorized by the Recipient will contain all copyright, confidentiality or other proprietary notices contained on such document; and
  - e. the Recipient will notify the disclosing Party promptly in writing in the event Recipient learns of any unauthorized use or disclosure of any Confidential Information, and will cooperate in good faith to remedy such occurrence to the extent reasonably possible.
- 6.3. Confidential Information does not include any information that: (i) was known by Recipient without obligation of confidentiality prior to disclosure thereof; (ii) was in or entered the public domain through no fault of Recipient; (iii) is disclosed to Recipient by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; (iv) is required to be disclosed by Applicable Law or order provided, that in such event, the disclosing party shall provide the other party with notice of such law or order and provide reasonable cooperation in connection with any attempt to challenge or limit the scope of such disclosure; or (v) is independently developed by Recipient without reference to any Confidential Information.

## **7. ANTI-MONEY LAUNDERING AND COUNTER TERRORIST FINANCING REQUIREMENTS**

- 7.1. G2A.COM shall have the right to request any documents to help establish the identity and good legal standing of the Merchant's organization and ensure that all globally accepted measures are taken to establish a working relationship that is compliant with the FATF Recommendations, Anti Money Laundering ("AML") laws and Counter Terrorist Financing ("CTF") regulations and is in conformity with G2A.COM's AML/CTF Policy. Failing to provide any documents requested by G2A.COM will render the Merchant Agreement void.
- 7.2. G2A.COM is committed to full compliance with all applicable laws and regulations related to AML/CTF. G2A.COM's policy is to prevent people engaged in money laundering, cyber-fraud, fraud and other financial crimes including terrorist financing, from using G2A.COM's services. G2A.COM has robust policies and procedures to detect, prevent and report suspicious activity. To comply with any regulatory requirements and global sanctions, G2A.COM screens its Customer accounts against government watch lists. Moreover, G2A.COM may request that Merchant provides G2A.COM with documentation to help prove the identity of Customers or for business verification purposes. Failing to provide requested documentation may result in the Merchant and/or Customer account

being suspended or frozen until the documents is provided. G2A.COM shall report suspicious transactions to the financial intelligence unit in the Merchant's respective country.

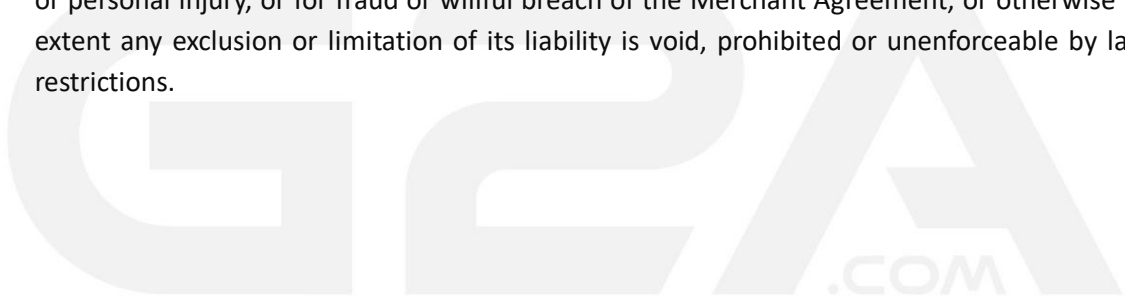
## 8. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 8.1. Merchant shall fully indemnify, hold harmless and defend (collectively “indemnify” and “indemnification”) G2A.COM and its directors, officers, employees, agents, stockholders and affiliates (collectively, “Indemnified Parties”) from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney’s fees and costs, as well as Adjustments, Penalties, Chargebacks and/or Refunds, any increase in the card issuer interchange fee), whether or not involving a third party claim, which arise out of or relate to (i) any breach of any representation or warranty of Merchant contained in the Merchant Agreement or the Merchant Terms, (ii) any breach or violation of any covenant or other obligation or duty of Merchant under the Merchant Agreement, the Merchant Terms or under applicable law, (iii) any alleged breach or violation by Merchant of intellectual property rights, (iv) any claim that the Merchant or Merchant’s goods or services infringe a patent or copyright, in each case whether or not caused by the negligence of G2A.COM or any other Indemnified Party and whether or not the relevant claim has merit. Merchant shall inform G2A.COM in writing of any claim, demand or suit and shall fully cooperate in the defense thereof. Merchant will not agree to the settlement of any such claim, demand or suit prior to the final judgment thereon without the consent of G2A.COM whose consent may be withheld at G2A.COM sole and entire discretion.
- 8.2. If any kind of payment service provider, financial institution or card scheme charges G2A.COM a penalty, including Penalty, or fine due to Merchant’s activity, the Merchant shall repay any and all such penalty or fine to G2A.COM.
- 8.3. Parties hereby agree that all Adjustments, Penalties, Chargebacks and/or Refunds assessed by the Card Scheme Rules (either to Merchant or G2A.COM) in connection with any act or omission done willfully or negligently by Merchant, shall be the liability of Merchant and shall be charged to Merchant. Merchant acknowledges and agrees that during the term of the Merchant Agreement and the Merchant Terms and after their termination or expiration for any reason whatsoever, Merchant shall continue to bear liability for all Adjustments, Penalties, Chargebacks, Refunds and indemnification obligations pursuant to the Merchant Agreement and the Merchant Terms and all other amounts due or which may become due under the Merchant Agreement and the Merchant Terms. This liability is not subject to any limitation of liability that may be expressed elsewhere in the Merchant Agreement and the Merchant Terms.
- 8.4. The Merchant acknowledges that G2A.COM is not a party to and does not bear the consequences of any legal actions between the Merchant and the Customer. G2A.COM shall not be responsible and shall be held harmless by the Merchant for quality or quantity of goods or services provided by Merchant. Merchant has sole responsibility for such good and services with respect to Merchant’s Customers, as required by applicable Customer protection laws, industry standards and payment regulation.
- 8.5. G2A.COM shall not be liable and shall be held harmless by the Merchant for improper use of a Customer’s data by the Merchant or by persons engaged by the Merchant.

- 8.6. G2A.COM will not be held liable for any losses that occurs as a result of irregularities arising out of errors or omissions of a third party, including failure to transfer funds by a third party to G2A.COM on time, in the right amount or with the appropriate payment identifying information.
- 8.7. 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 for which G2A.COM is not responsible for, including malfunctions, unavailability or improper functioning or malfunctioning of information technology systems or telecommunication operators, or the unavailability or improper functioning of the intermediaries of their systems;
  - b. force majeure events;
  - c. malfunctions or unavailability of G2A.COM information technology systems, if such were impossible to prevent exercising reasonable care; or
  - d. suspension, rejection or termination of a payment due to any of the enumerated grounds found in the Merchant Agreement and the Merchant Terms.
- 8.8. BECAUSE OF THE POSSIBILITY OF HUMAN AND MECHANICAL ERRORS AND OTHER FACTORS, AND NOTWITHSTANDING ANY CONTRARY PROVISION OF THE MERCHANT AGREEMENT OR THE MERCHANT TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND RESTRICTIONS, ALL SERVICES PROVIDED BY G2A.COM ARE PROVIDED "AS IS" AND "AS AVAILABLE". G2A.COM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE TO MERCHANT, WHETHER DIRECTLY OR INDIRECTLY, WITH RESPECT TO THE MERCHANT AGREEMENT OR ANY OF THE SERVICES OR OTHER SUBJECT MATTER HEREOF, OR ANY INFORMATION OR DOCUMENTATION DISCLOSED TO ANY PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED WITH RESPECT TO G2A PAY; AND G2A.COM FURTHER DISCLAIMS ANY AND ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE OR NONINFRINGEMENT, AND DISCLAIMS ALL WARRANTIES THAT MAY OTHERWISE ARISE FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITATION TO THE FOREGOING, G2A.COM DOES NOT WARRANT THAT THE G2A PAY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; AND G2A.COM EXPRESSLY EXCLUDES ANY LIABILITY WITH RESPECT TO ANY MERCHANT PRODUCTS OR SERVICES, OR ANY OTHER ACT OR OMISSION OF MERCHANT OR ANY OPERATOR, THIRD PARTY PROVIDER OR CUSTOMER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- 8.9. NOTWITHSTANDING ANY CONTRARY PROVISION IN THE MERCHANT AGREEMENT OR THE MERCHANT TERMS, OR ANY FAILURE OF ESSENTIAL PURPOSE OR OF ANY REMEDY OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND RESTRICTIONS G2A.COM SHALL NOT BE LIABLE TO MERCHANT FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LIABILITIES OR LOSSES (INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOST PROFITS), ARISING FROM OR RELATED TO OR IN CONNECTION WITH THE MERCHANT AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, HOWEVER CAUSED, EVEN IF SUCH ENTITIES OR PERSONS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH

DAMAGES OR LIABILITIES OR LOSSES. IN ADDITION TO THE FOREGOING, THE TOTAL LIABILITIES OF G2A.COM FOR ANY AND ALL CLAIMS OF ANY TYPE OR NATURE SUSTAINED OR INCURRED BY MERCHANT AND ANY THIRD PARTY IN CONNECTION WITH THE MERCHANT AGREEMENT OR G2A PAY OR OTHER SUBJECT MATTER HEREOF IN THE AGGREGATE WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID OR PAYABLE TO G2A.COM FOR G2A PAY HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, HOWEVER CAUSED, EVEN IF G2A.COM HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH LIABILITIES. MULTIPLE CLAIMS SHALL NOT INCREASE THE TOTAL AMOUNT OF LIABILITIES HEREUNDER.

- 8.10. G2A.COM's right to recover from the Merchant any and all Adjustments, Penalties, Chargebacks and/or Refunds or other fines levied by a competent authority, Payment Institution or the Card Organization arising from a breach by the Merchant of the Merchant Agreement and the Merchant Terms, Card Scheme Rules or any applicable laws.
- 8.11. In case of a negative balance on Merchant's account due to accrued the Adjustments, Penalties, Chargebacks and/or Refunds, the Merchant is obliged to make a payment in order to cover this negative balance within 14 (fourteen) days from its occurrence.
- 8.12. Neither Party excludes or limits its liability in the event of its negligence which may result in death or personal injury, or for fraud or willful breach of the Merchant Agreement, or otherwise to the extent any exclusion or limitation of its liability is void, prohibited or unenforceable by laws or restrictions.



## 9. CLAIMS, COMPLAINTS AND REFUNDS

- 9.1. G2A.COM reserve the right to investigate payments submitted by Merchant for no reason or upon the request of a Customer. Merchant may also request that G2A.COM investigate an unauthorized, failed or improperly executed payment (“payment failure”). The Merchant undertakes to report any notice of a payment failure within fourteen (14) days, after which the Merchant shall have no claim against G2A.COM. Once initiated, G2A.COM will attempt to close any investigation within thirty (30) days, however, sometimes factors beyond G2A.COM’s control may make this impossible.
- 9.2. Any payment failure claim 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. Merchant agrees that it shall provide any additional information requested by G2A.COM within fourteen (14) days. If the Merchant fails to submit the aforementioned information, G2A.COM may reject the payment failure claim and Merchant shall have no further recourse against G2A.COM.
- 9.3. Should the result of the investigation indicate that a disputed payment that has not previously been paid to Merchant, is to be made available to the Merchant, the payment will be made available within one (1) business day of G2A.COM closing the investigation. If the claim is resolved in such a way that the Merchant will not be entitled to receive the disputed Payment and the disputed payment has already been deposited to the Merchant’s G2A Pay account, the Merchant shall issue a refund to G2A.COM within three (3) days. If Merchant fails to refund the amount G2A.COM reserves the right to refund the money directly to the Customer and set-off said amount from any future amount due to the Merchant.
- 9.4. The Merchant may at any time accept a Customer’s refund request and initiate a refund request to G2A.COM in order to return a received payment. At the instruction of Merchant, G2A.COM shall issue a refund unless: (i) it would be contrary to AML/CTF regulations; (ii) the Merchant has an insufficient balance; (iii) G2A.COM is not in possession of sufficient Customer information needed to issue a refund; or (iv) the original payment method used by the Customer is incapable of processing a refund (e.g. mobile phone payment). In the event G2A.COM is unable to process the refund for Merchant, G2A.COM shall notify the Merchant.
- 9.5. G2A.COM does not investigate claims concerning improper performance of the Merchant’s obligations towards the Customer, if any such claim is made by a Customer to G2A.COM, G2A.COM shall forward said claim to the Merchant, and the Merchant undertakes to resolve any such claim within fourteen (14) days of its submission.
- 9.6. At a minimum, unless otherwise required by law, the Merchant hereby agree to retain all transaction, payment and G2A Pay related documents for a minimum period of twenty-four (24) months. Merchant agrees that it shall, promptly upon request by G2A.COM, make available and provide to G2A.COM any transaction, payment or G2A Pay related documents.

## 9. RESERVE

- 10.1. Without prejudice to G2A.COM’s rights to set-off and to withhold any payments due to the Merchant, G2A.COM may establish a risk reserve (“Reserve”), as may be stipulated by G2A.COM from time to time, for the purpose of providing a source of funds to reimburse claims or resolve disputes initiated by Customers or to pay G2A.COM for any and all amounts owed by Merchant



pursuant to the Merchant Agreement as well as Adjustments, Penalties, Chargebacks, Refunds and/or any other liabilities, costs or expenses incurred under the Merchant Agreement or any other agreement signed between the Parties, as a condition of providing G2A.COM services to Merchant. G2A.COM reserves the right to, at any time, review, adjust and increase the level/amount of the Reserve, based on the Merchants performance, average delivery times, Customer satisfaction and other risk metrics. Any funds held by G2A.COM as Reserve shall be held in accordance with applicable laws. The Reserve may be used for any form of contractual compensation arising under the Merchant Agreement. Furthermore, G2A.COM may require a guarantee as a security against potential liabilities arising under the Merchant Agreement.

- 10.2. The Reserve may take the form of either a fixed sum or a percentage of the settlement funds, a so called "Rolling Reserve", as may be set by G2A.COM from time to time and may be funded by one or more of the following means: (i) an extended settlement period of settlement funds due to Merchant; (ii) one or more deductions or offsets to any settlement funds otherwise due to Merchant before any deductions or payments are made from the amounts processed by the Merchant and/or a (iii) transfer of a monetary value to G2A.COM by or on behalf of Merchant.
- 10.3. G2A.COM reserves the right, in order to fund the Reserve, to hold funds it would otherwise be obligated to pay to the Merchant. In the event that G2A.COM requires that the Merchant transfer funds into the Reserve, Merchant is entitled to refuse such request. In the event of such a refusal, G2A.COM may, among other remedies, terminate the Merchant Agreement or suspend providing G2A Pay services pursuant to the Merchant Agreement, without notice.
- 10.4. G2A.COM reserves the right to retain the Reserve and/or any other requested guarantee or security for a period of nine (9) months after termination of the Merchant Agreement or nine (9) months after the goods and/or services of the last processed G2A Pay payment have been delivered to the Customer, whichever occurs later.
- 10.5. G2A.COM may, after notice to Merchant and without prejudice to any other rights G2A.COM may have hereunder, defer settlement of sums due to the Merchant if in G2A.COM's sole opinion the Merchant: (i) fails to provide information requested by G2A.COM; or (ii) suffers a deterioration in its financial position; or (iii) has a change in its risk profile. If in the opinion of G2A.COM the aforementioned condition is ameliorated, G2A.COM will return the funds, or a part thereof. If the Merchant fails to resolve the aforementioned condition within a period of ten (10) days G2A.COM may elect to terminate the Merchant Agreement without prejudice.

## SCHEDULE I PROHIBITED ITEMS

Merchant is strictly prohibited from utilizing G2A Pay for any of the following enumerated goods or services:

- Any form of illegal activity or transactions with items whose sale, distribution or offering for sale is prohibited by any applicable law;
- Operating a business that requires a license or a special permit without obtaining such license or permit;
- Adult goods and services, including pornography, any sexually suggestive materials involving minors and any obscene or sexually violent content;
- Escort or prostitution services;
- Any association with human trafficking or sex slavery;
- Transactions with body parts which includes organs or other body parts; o Illegal or prescription drugs and paraphernalia;
- Bulk marketing tools which includes email lists, software, or other products enabling unsolicited email messages (Spam);
- Cable descramblers and black boxes which includes devices intended to obtain cable and satellite signals for free;
- Items that infringe another party's copyright, patent, trademark, design right, database right, or other intellectual property or other proprietary right, pirated software, CDs, videos and DVDs, OEM software, copyright unlocking devices or other devices designed to circumvent copyright protection, hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property; stolen or illegally obtained goods;
- Counterfeit and unauthorized goods which includes replicas or imitations of designer goods; items without a celebrity endorsement that would normally require such an association; fake autographs, counterfeit stamps, and other potentially unauthorized goods;
- Drug test circumvention aids which includes drug cleansing shakes, urine test additives, and related items;
- Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles; o Regulated goods which includes air bags; batteries containing mercury; Freon or similar substances/refrigerants; chemical/industrial solvents; government uniforms; car titles; license plates; police badges and law enforcement equipment; lock-picking devices; pesticides; postage meters; recalled items; slot machines; surveillance equipment; goods regulated by government or other agency specifications;

- Traffic devices, which includes radar detectors/hammers, license plate covers, traffic signal changers, and related products;
- Time sharing;
- MLM (Multi-Level Marketing) merchants;
- Selling, hosting, distributing, producing or promoting offensive materials, including material that incites racial hatred or promotes discrimination based on race, sex, religion, national origin, physical ability, sexual orientation or age;
- Transactions with living animals and endangered species, including plants, animals or other organisms (including product derivatives) in danger of extinction;
  - Transactions with intoxicating liquor and tobacco, including home-made alcoholic beverages (except where the seller is properly licensed under applicable law and received pre-approval from G2A in writing);
  - Transactions with items subject to export restrictions or special declaration or clearance (e.g. Cuban cigars, certain encryption software, items that may have historical or museum value);
  - Offensive weapons, poisons and dangerous substances (as defined by the applicable law or laws); firearms and ammunition, including hazardous, toxic, flammable, and radioactive materials and substances;
- Debt collections / Collection Agencies (unless they received a written pre-approval by G2A);
- Loan modification and debt repair services;
- Financial services operating anonymous accounts or accounts in fictitious names or numbered accounts; and
- Clients known or reasonably suspected to be involved in criminal or illegal activities or activities that are incompatible with G2A.COM company values.

G2A.COM reserves the right to update this list at any time without prior notice to Merchant.

## SCHEDULE II PRICING TABLE

The following list shows the fees applicable for each payment method or provider; G2A.COM makes no representations regarding their availability for the Merchant.

Payment method	Details	Processing Fees	
		% (of transaction value)	Fixed (per transaction)
G2A Wallet		0%	€ 0,0
PayPal		2,69%	€ 0,3
Card payment	Visa, MasterCard, Maestro, American Express, JCB, Dinners, Discover	2,59%*	€ 0,3
UnionPay Card payment		2,99%	€ 0,3
Bitcoin		1%	€ 0,3
Paysafecard		12%	€ 0,3
iDeal		1%	€ 0,3
Klarna		1,75%	€ 0,3
Konbini		4,50%	€ 0,3
MOM Pay		4,50%	€ 0,3
Alipay		5,10%	€ 0,3
Skrill		2,69%	€ 0,3
Cashbill		2,49%	€ 0,3
Neteller		2,69%	€ 0,3
VTC Pay		3,99%	€ 0,3
PayTM		30,49%	€ 0,3
Masblu		8,99%	€ 0,3
Bancontact		1,40%	€ 0,3
OneCard		6,99%	€ 0,3
WebMoney.ru		3,99%	€ 0,3
WebMoney Japan		10,50%	€ 0,3
QIWI		6,99%	€ 0,3
Yandex		5,99%	€ 0,3
Cash'n'Pay		6,9%	€ 0,3
Giropay		2,49%	€ 0,3
Thupay		30%	€ 0,05
GPay Bank Transfer		2,99%	€ 0,3
OpenBucks		16,00%	€ 0,3
PayPal SMS Mobile Payments	Germany	36%	€0,01
	Sweden	28%	€0,01
	Italy	54%	€0,01
	Belgium	39%	€0,01
	Taiwan	30%	€0,01
	Norway	49,5%	€ 0,01
	South Korea	12%	€ 0,01
	United Kingdom	36%	£ 0.01
	Turkey	44,99%	€ 0,01
Boacompra	Card payment	9.49%	€ 0,3
	Go4Gold	16.00%	€ 0,3
	Pagseguro, Paypal	12.99%	€ 0,3
	Brasil Bank Transfer	16%	€ 0,3
	Brasil Bank Slip	9.49%	€ 0,3

	Portugal Multibanco	4,99%	€ 0,3
	Chile Bank Transfer	9.49%	€ 0,3
<b>PayU Latam</b>	Brazil, Colombia, Mexico, Panama, Peru	5.00%	€ 0,3
	Chile	40.00%	€ 0,3
	Argentina Credit Cards	8.00%	€ 0,3
	Argentina Cash and Bank Transfers	8.00%	€ 0,3
<b>Payletter</b>	Culture Voucher	9,1%	€ 0,3
	Book Voucher	9,1%	€ 0,3
	Happymoney	9,1%	€ 0,3
	Eggmoney	15,1%	€ 0,3
	Cash Bee	7,1%	€ 0,3
	Tmoney	8,6%	€ 0,3
	Teencash	15,1%	€ 0,3

(\* for Visa cards issued outside European Union fee is +1%)

Generic services costs		
Funds withdrawal	Percentage of transaction/payout value	Fixed cost per occurrence
<b>PayPal</b>	1.00%	€1,00
<b>Skrill</b>	1.00%	€1,00
<b>WebMoney</b>	1.00%	€1,00
<b>Bitcoin</b>	1.50%	€1,00
<b>Bank Transfer</b>	1.00%	€1,50
<b>Mastercard MoneySend</b>	6.00%	€1,00
<b>Currency Conversion</b>	2,49%	
<b>Transaction refund fee</b>		€0,50