# TERMS AND CONDITIONS

**CDKeys.com’s Terms and Conditions**

These Terms and Conditions regulate the relationship between you and CDKeys.com, and cover your use and access to the Online Shop. By clicking on the “Accept” button, or accessing or otherwise using the Online Shop, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions and any other legal agreements that apply to you as a CDKeys.com’s Account holder, as amended from time to time. If you do not agree with these Terms and Conditions, you must stop using or accessing the Online Shop immediately. If you are using the Online Shop on behalf of a third party including, but not limited to a business entity, you warrant that you are authorized and have the authority to bind that third party to these Terms and Conditions.

Omnyex E Commerce DMCC wholly owns Sensible Digital B.V., incorporated under the laws of the Netherlands, having its place of business at Stationsplein 45, Rotterdam, 3013 AK, Netherlands which processes payments on behalf Omnyex E Commerce DMCC, depending on the method of payment selected. Payments for USA based Users may be processed by Sensible Digital LLC, a Nevada LLC incorporated under the laws of the State of Nevada, having its principal place of business at Suite 02-189, Two Summerlin, 10845 Griffith Peak Drive, Las Vegas, NV 89135, USA.

**1. Definitions**

The following terms are used throughout these Terms and Conditions and have specific meanings.

a. “**Account**” means the account that Users may create through the Online Shop to use the Services.

b. “**Add-On Keys**” means any digital Program with additional or enhanced functionality, special weapons or characters, virtual currency, or subscription access to content or services intended to be accessed or used within a particular Program.

c. “**Agreement**” and “**Terms and Conditions**” collectively mean all of the terms, conditions and notices contained or referenced in this document (as amended from time to time) and all other CDKeys.com rules, policies available on the Online Shop (including, but not limited to, CDKeys.com’s Privacy Policy, guidelines and procedures that may be published from time to time on the Online Shop).

d. “**Buyer**” means a person that contacts, engages and/or aims to purchase a Program sold by a Seller through the Online Shop.

e. **“CD Key”** means a serial number or a code that is used to register and activate a specific Program and which will be provided to you in the Confirmation Order upon successful payment of a Program Price.

f. “**CDKeys.com’s Content**” means any content (including but not limited to: the name, trademark, and logo of CDKeys.com; all information about CDKeys.com and its employees; any text, correspondence, photographs, graphics, applications; any video recordings, audio recordings, sounds, designs, features, and other materials) generated by and/or belonging to CDKeys.com.

g. “**CDKeys.com**”, “**Omnyex E-Commerce DMCC**”, “**we**” and “**us**” collectively mean Omnyex E-Commerce DMCC - a private company incorporated under the laws of DMCC Free Zone, having its principal place of business at Unit 2603, JBC4, JLT, Dubai, UAE, license number JLT-69058 - as well as our affiliates, directors, subsidiaries, officers, and employees. CDKeys.com is a brand name which is wholly owned by Omnyex E Commerce DMCC.

h. “**Confirmation Order**” means any and all written or electronically transmitted confirmation orders sent by CDKeys.com to Buyers in relation to Programs. A Confirmation Order may contain, including without limitation: the CD Key; Program Price, payment terms; the details of the Program; details of the publisher and developer of the Program; and any special condition.

i. “**Content**” means any content submitted, generated, featured, displayed through the Online Shop, including but not limited to: any Program details; any text, correspondence, graphics, software, applications, video recordings, audio recordings, sounds, company logos, photos, designs, features, User reviews and other materials that are available on the Online Shop. Content includes, without limitation, User Content which may be submitted by a User for the purpose of using CDKeys.com’s services.

j. “**Online Shop**” means CDKeys.com’s platform, any online tool provided, processed and/or maintained by CDKeys.com (including, but not limited to: CDKeys.com’s website located at https://www.cdkeys.com; all subpages and subdomains related to https://www.cdkeys.com; any related domain and any mobile application offering access to, or facilitating the provision of, the Services).

k. “**Privacy Policy**” means CDKeys.com’s privacy practices in relation to the use of the Online Shop which is available at https://www.cdkeys.com/privacy-policy.

l. “**Program**” means any and all digital or virtual games, software (business and consumer), related digital products, including Content and Add-On Keys, or services which are made available through the Online Shop. Program includes Buyer’s software used to access the Program, documentation, ads, services, technology, any content, data and other digital materials included in or made available through a Program (including after downloading or initially accessing it), or through any updates and other changes and versions of the Program.

m. “**Program Price**” means the total amount set out in the Confirmation Order chargeable by CDKeys.com to Buyers for the purchase of a Program.

n. **“Seller”** means a person or a company that contacts, engages and/or aims to sell a Program through the Online Shop. A Seller may be the publisher and/or developer of a Program.

o. “**Seller Services**” means any services provided by Sellers in relation to a Program, including without limitation, the provision of Programs along with any additional technical and support services provided by Seller in accordance with the Seller Agreement.

p. “**Seller Agreement**” means the terms and conditions of a Seller and/or an agreement that will be entered into between a Buyer and a Seller to formalize their arrangement, specifying the key terms of their engagement such as an end user license agreement specific to a particular Program.

q. “**Service**” means the online and/or offline services, provided by CDKeys.com for the provision and use of the technology that CDKeys.com has developed to facilitate the access of Buyers to a variety of Programs, Sellers and Seller Services, including without limitation, providing access to CDKeys.com’s online community, communication tools and payment services.

r. “**Third Party Content**” means any content that belongs to or originates from parties other than CDKeys.com, Sellers and Buyers.

s. “**User Content**” means any content, written or otherwise, created, submitted, generated, featured, displayed through the Online Shop (including but not limited to, any text, correspondence, and photographs) by Users while using the Online Shop.

t. “**User**”, “**you**” and “**your**” collectively mean the person, company, or organization that has visited or is using the Online Shop and/or the Service. A User may be a visitor of CDKeys.com, an Account holder, and/or a Buyer.

**2. About CDKeys.com and Online Shop**

2.1 CDKeys.com is an online/internet platform that connects Buyers with Sellers to facilitate the sale and purchase of various Programs. The Online Shop provides access to a variety of Programs and facilitates the transaction between Sellers and Buyers.

2.2 You understand and agree that CDKeys.com acts as an intermediary between Buyers and Sellers and that any offer and/or sale performed through the Online Shop are made between particular Seller and Buyer while CDKeys.com only facilitates such transactions by means of establishing and maintaining the Online Shop’s functionalities and providing certain Services to the Users aimed at improving safety, speed and certainty of the transactions.

2.3 Buyers understand, agree and acknowledge that any transaction and/or agreement entered into with a Seller, as a result of your use of the Services whether oral or written, is between you and the Seller only, and CDKeys.com is not a party thereto. Notwithstanding these Terms and Conditions, Buyers may be required to enter into contractual agreements with Sellers and/or accept the Seller’s terms and conditions in order to purchase a Program. In such an instance, CDKeys.com shall not be a party to the Seller Agreement and shall not be responsible for performing the obligations of the Seller Agreement between Buyers and Sellers. CDKeys.com disclaims all liability arising from or related to any such Seller Agreement.

2.4 You agree and acknowledge that CDKeys.com does not own, sell, resell, furnish, provide, rent, re-rent, and/or host any Program and/or Seller Services and that Sellers shall solely be responsible for Seller Services and/or Programs.

2.5 CDKeys.com provides Buyers with its Services free of charge. CDKeys.com may however charge a fee to Sellers in relation to each Product following the successful payment of the Program Price.

2.6 CDKeys.com does not endorse any Seller over another to service a Buyer. While we try our best to verify Seller’s information, conducting a due diligence and useing commercially reasonable efforts to confirm that Sellers are licensed and maintain the required governmental approvals to provide Seller Services, we do not make any warranty, guarantee, or representation as to the licensing, ability, competence, compliance, or qualifications of any Seller.

2.7 Although CDKeys.com requires Sellers to provide accurate information about themselves and Programs, we do not confirm, and shall not be responsible for, any Program details or any Seller’s purported identity. Buyers agree to independently research and evaluate the Programs and Sellers.

2.8 From time to time, promotions such as sales and giveaways promotions may be offered via the Online Shop. Any such promotions may be modified or discontinued by CDKeys.com at any time without prior notice.

2.9 The Online Shop may not be available in your country and CDKeys.com may modify, suspend or discontinue the Online Shop, in whole or in part, at any time without notice.

**3. Changes to the Terms and Conditions**

3.1 You agree that CDKeys.com may amend this Agreement from time to time, and at CDKeys.com’s sole discretion. Although we will use our best endeavours to notify you of any amendment to this Agreement, we will not be required to provide you with prior notification of such amendments or changes to this Agreement.

3.2 Upon any amendment or change to this Agreement, we will publish the amended Agreement on the dedicated link available at our Online Shop. Your continued use of the Online Shop and/or the Service, after the publication date of a revised version of this Agreement, constitutes your acceptance of its terms.

3.3 You agree and undertake to review our Terms and Conditions each time you visit our Online Shop and/or prior to your use of any Services. If you do not agree to our Terms and Conditions, as updated from time to time, you undertake to cease using our Online Shop and/or Services immediately.

**4. Eligibility, Account Registration and Security Checks**

4.1 If you would like to use our Services, you may be required to create a personalized Account by using your name and email address. Users can also create an Account using their existing Google and Facebook accounts. Each Account should have a unique username and a password.

4.2 Each User is responsible for maintaining the security of its Account and for all activities that occur under the Account and any other actions taken in connection with the Account. You undertake to provide accurate and complete information and keep your Account information and your Account updated. You may not share your password with unaffiliated third parties. You agree to notify CDKeys.com immediately of any unauthorized use of Account, or any other breaches of security. You are fully responsible for all uses of your password, Account and username, or registration, whether by you or others. We are authorized to act on instructions received through use of your Account or registration, and are not liable for any loss or damage arising from your failure to comply with this clause.

4.3 Your Account, including any information pertaining to it (e.g. contact information, billing information, CD Key details, Account history etc.), is strictly personal to you. You may therefore not sell or charge others for the right to use your Account, or otherwise transfer your Account, unless expressly permitted by this Agreement.

4.4 By creating an account or using the Online Shop, you consent to us contacting you about your interest in our Services by email, phone, or through any other contact information you have chosen to provide. Users wishing not to receive offers from us may notify us at any time via one of the contact methods listed in the Contact Us section on the Online Shop.

4.5 All Buyers are required to verify their phone number, using our automated verification system, in order to access the purchased Programs. Any information provided in relation to this process will be subject to the Privacy Policy. The numbers provided are used solely for the purpose of identity verification and are not used for any marketing purposes. We reserve the right to: request additional information from the Buyer, such as a valid ID copy, in order to verify the Buyer’s identity; and to decline or refund any order we believe to be fraudulent. The use of a VPN, Proxy, VoIP number, or any other means of concealing the true location of the Buyer, will lead to delays, likely ID check and possible cancellation of the associated order(s). The phone number that a Buyer provides may be subject to geographic location checks in order to verify the authenticity of the order. All such location data will be retained for 24 hours, following which it will be expunged from the records of CDKeys.com.

4.6 We reserve the right to suspend or terminate your Account at any time, including if any User Content or information provided during the registration process or thereafter proves to be inaccurate, false or misleading or to reclaim any username that you create through the Services that violates this Agreement.

**5. User Conduct and Restrictions**

5.1 You agree, acknowledge and understand that all Programs on sale through the Online Shop are distributed electronically. There are no boxes nor any DVDs to be delivered to you physically. You will receive a fully legitimate, electronic CD key for the Program that you purchase. You understand that upon receipt of the CD Key, you are required to activate the Program on a proper platform, e.g. Steam, Origin, Uplay or other.

5.2 CDKeys.com’s unique system allows for instant and automatic allocation of CD keys. Once you complete the Program Price and pass the security checks, the CD key will be made available on your Account and relevant email account. CDKeys.com shall not be responsible for any loss or damage resulting from lost or stolen CD Keys or use of CD Keys without our permission.

5.3 When you purchase a Program through the Online Shop, you agree, acknowledge and understand that you are purchasing a licence to use that Program from the Seller (and/or the respective licensors) and that you do not take ownership of the Program. For any Programs that you purchase through the Online Shop, you are granted a limited, non-exclusive, non-transferrable, personal licence to use such Programs by the Sellers and/or the respective licensors. Aside from this licence, the Sellers, and/or the respective licensors, reserve all rights, interests and remedies in relation to that Program.

5.4 Some Programs, available through the Online Shop, may have specific rules on how they may be used. For instance, when you purchase a Program, you may be restricted to downloading and/or using the Program: (i) in your country of residence only; (ii) with the purchasing Account only; (iii) during a limited period or periods only; (iv) with certain compatible computer systems and/or other devices only; and/or (v) with a certain number of compatible devices that are associated with the purchasing Account only.

5.5 Users agree that they will not, under any circumstances, transmit any Content that: (i) is unlawful or promotes unlawful activity; (ii) defames, harasses, abuses, threatens, or incites violence towards any individual or group; (iii) is political, anti-national, anti-governmental, pornographic, discriminatory, or otherwise victimizes or intimidates an individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; (iv) is spam, constitutes unauthorized or unsolicited advertising, or any other form of unauthorized solicitation; (v) contains or installs any viruses, worms, malware, Trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of the Online Shop or any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of CDKeys.com and/or any third party; (vi) infringes on any proprietary right of CDKeys.com and/or any third party, including patent, trademark, trade secret, copyright, right of publicity~~,~~ or other rights; (vii) impersonates any person or entity, including any of our employees or representatives or any User; or (viii) violates the privacy of CDKeys.com and/or any third party.

5.6 Users may not use the Programs, Content and Services for any purpose other than the permitted purpose under this Agreement (and/or the Seller Agreement). Except as otherwise permitted under this Agreement (and/or the Seller Agreement), you may not, in whole or in part, copy, photocopy, reproduce, publish, distribute, translate, reverse engineer, derive source code from, modify, disassemble, decompile, create derivative works based on, or remove any proprietary notices or labels from the Programs or any software accessed via Online Shop without the prior consent, in writing, of the respective Seller.

5.7 You are entitled to use the Programs for your own personal use, but you are not entitled to: (i) sell, grant a security interest in or transfer reproductions of the Programs to other parties in any way, nor to rent, lease or license the Programs to others, without the prior written consent of the Sellers, except to the extent expressly permitted elsewhere in this Agreement (and/or the Seller Agreement); or (ii) exploit the Programs or any of its parts for any commercial purpose, except as expressly permitted elsewhere in this Agreement (and/or the Seller Agreement).

5.8 We have the right to, in our sole discretion, determine whether or not any User conduct is appropriate and complies with these Terms and Conditions. You agree that we have the right to terminate or deny access to (and use of) any Account and/or Service for any reason, with or without prior notice.

**6. Programs**

6.1 Upon payment of a Program, you may download and access a copy of that Program, as applicable, for personal use. It is the Buyer’s responsibility to ensure, before purchase of a Program, that their device meets any minimum system requirements for the use of that Program, including any requirement made available on the Program detail pages on the Online Shop. Some Programs require the input of a license key, as made available, in order to install or activate the Program.

6.2 The Buyer is responsible for any internet or other connection charges incurred in connection with a download, access, and use of the Online Shop and any Program, including any free trial versions.

6.3 Free trial and other limited versions of the Programs may be offered to preview Programs prior to purchase. These versions may have limited features, may restrict permitted time of use, and may contain other limitations. We may withdraw access to free Programs or subscription trials at any time without notice.

6.4 Some Programs are made available for download to your computer or other local device, whilst other Programs are hosted on external servers and are made available for use over the internet via User software or web page links. In case of use of such a Program or any Add-On Keys, you may be required to create an account with the applicable Seller or other third party (such as a game platform provider) and you may need to link that account to your CDKeys.com Account. Any information you provide to the Seller or other third party will be subject to the Seller’s Terms and Conditions, or third party's terms and conditions, and will not be subject to the CDKeys.com’s Terms and Conditions or Privacy Policy.

6.5 Seller platforms are hosted and maintained by the applicable Sellers or by another third party. We do not guarantee that any Seller platform will be available, or remain available to you, and we are not responsible for any downtime of a Seller platform.

6.6 Add-On Keys are subject to any use, access and other restrictions described on the Add-On Program detail page on the Online Shop or otherwise provided in this Agreement. Some Add-On Keys are consumables, such as virtual currency, and can be downloaded only once and used on only one device. If you purchase an Add-On Program, that is a subscription or start a free trial for such a subscription, and unless you set your subscription settings not to automatically renew, we may automatically continue your subscription at the regular subscription price using a payment method we have on record for you.

6.7 Once you purchase a Program and we, or the Seller, make it available to you, you are responsible for downloading (if applicable) and confirming your ability to access the Program, including retrieving the license key for the Program, if applicable, and you shall bear all risk of loss thereafter, including any loss due to a computer or hard drive malfunction. If you are unable to complete a download or access a Program, please contact CDKeys.com’s customer service for assistance at support@cdkeys.com.

6.8 We may provide age restrictions and ratings for Programs that Sellers or third parties provide to us. Whilst we require Sellers to provide accurate information, regarding the content of their Programs, we cannot ensure that Program ratings are accurate or that Programs do not include content that is offensive, indecent or objectionable. We accept no liability for any Program content that you find to be offensive, indecent or objectionable.

**7. User Content**

7.1 We are not responsible for any display or misuse of your User Content. You are solely responsible for the content of, and any harm resulting from, any User Content that you submit, post, upload, link to or otherwise make available on the Online Shop while using the Service. You acknowledge that any liability, loss or damage that occurs as a result of any such User Content is solely your responsibility. You further undertake and agree to indemnify and hold us (and any third party) harmless from any liability, loss or damage that may occur as a result of any such User Content.

7.2 From time to time, Buyers may submit reviews of Sellers and/or Programs; these reviews do not constitute a guarantee, warranty, or prediction regarding the outcome of any future Seller Service and/or Program. CDKeys.com shall be under no obligation to display such reviews and may remove such reviews at any time at its sole discretion. CDKeys.com will have no responsibility or liability of any kind for any review you encounter on or through the Online Shop, and any use of or reliance on such reviews is solely at your own risk.

7.3 All Content posted on the Online Shop, such as blog posts or reviews, is provided for informational purposes only, with no assurance that such Content is true, correct, or accurate.

7.4 Users represent and warrant that they have the right to post all User Content they submit. Specifically, Users warrant that they have fully complied with any third-party licenses relating to User Content (if applicable), and have taken all steps necessary to pass through to end users any required terms.

7.5 Users agree and acknowledge that CDKeys.com has the right to, at its sole discretion, view and monitor any User Content, and to determine whether or not any User Content is appropriate and complies with these Terms and Conditions, or refuse or remove any User Content that, in CDKeys.com’s reasonable opinion, violates any CDKeys.com policy or is in any way harmful, inappropriate, or objectionable. You further agree that CDKeys.com has the right to make formatting, edits and other changes to the User Content or the manner any User Content is displayed on the Online Shop.

7.6 Except for Content that originates from CDKeys.com, we do not claim ownership of any Content that you post, upload or link to. You retain all ownership of, control of, and responsibility for the User Content you post. By posting any Content, including without limitation photos, videos, recordings, company logos and reviews via the Online Shop, you expressly grant CDKeys.com and our successors a worldwide, sub-licensable, fully-paid and royalty-free, and non-exclusive license to use, reproduce, display, modify, adapt, and distribute the Content in connection with CDKeys.com’s business and marketing purposes.

**8. Payments**

8.1 Buyers undertake to pay the Program Price to CDKeys.com as specified in the Confirmation Order. Buyers are responsible for providing a valid means of payment, including, without limitation, MasterCard, Maestro, Visa, American Express, Diners Club, Discover, PayPal, Sofort, Skrill, Alipay, Apple Pay, Giropay, Neteller, Bitcoin, iDEAL~~.~~ etc.

8.2 An online payment may be governed by a Seller’s Terms and Conditions in addition to this Agreement. You undertake to review such Seller’s Terms and Conditions prior to making any payment on CDKeys.com and any online payment made by a Buyer shall be deemed to constitute evidence of the Buyer’s acceptance of such Seller’s Terms and Conditions and related privacy policy.

8.3 Buyers agree and acknowledge that the Program Price (or part thereof) is not refundable.

8.4 After a Buyer successfully makes a payment to CDKeys.com, CDKeys.com shall send confirmation of the amount received. The Seller shall issue an invoice for this transaction, to CDKeys.com. Upon request and upon receipt of such invoice from the Seller, CDKeys.com shall send an invoice to the buyer.

8.5 Buyers agree and acknowledge that CDKeys.com has the right to delay or decline purchases of any Program for any reason. Limits may apply to the amount and number of Programs you can buy through the Online Shop.

8.6 We offer refunds on a discretionary basis, and each refund request is looked at individually. We do our best to provide a refund where possible, but please note that games that have been played or keys that have been redeemed are ineligible for a refund. Refund requests have to be submitted within 7 days of the delivery of the key by the Vendor to the Purchaser or Customer.

8.7 Where a purchase has been made through PayPal and exceeds 120 days, we will be unable to refund back to the original payment method. We may be able to refund the value in Koins, providing all other terms and conditions are met, and there is an active CDKeys account.

If you are unhappy with your purchase for any reason, please get in touch with us by logging a support ticket at support.cdkeys.com.

**9. Pre-Orders**

9.1 Buyers may pre-order Programs through the Online Shop. Buyers agree and understand that they are required to pay for the pre-order Programs on the date of the order but the Program will be sent to the Buyer on the date indicated on the Online Shop.

9.2 Although CDKeys.com shall use its best endeavours to deliver the CD keys for the pre-ordered Program prior to the official release date indicated on the Online Shop, CDKeys.com does not guarantee that the CD keys for the pre-ordered Program shall be delivered prior to the official release date. CDKeys.com shall not be responsible for any delay and/or failure in connection with the delivery of any pre-ordered Program. CDKeys.com may only guarantee the delivery of the CD keys that it receives from the Sellers.

9.3 Buyers acknowledge that the price of the pre-ordered Program may vary from time to time. Buyers further acknowledge that the sale of the pre-ordered Program may be revoked for any reason, in which case the Program Price paid for the pre-ordered Program shall be reimbursed by the Seller.

9.4 Where a purchase has been made through PayPal and exceeds 120 days, we will be unable to refund back to the original payment method. We may be able to refund the value in Koins, providing all other terms and conditions are met, and there is an active CDKeys account.

**10. Third-Party Content**

10.1 As part of the Service, CDKeys.com may provide you with convenient links to third party platform(s) as well as other forms of Third-Party Content. These links are provided as a courtesy to you and we have no control over third party platforms or content or the promotions, materials, information, goods or services available on them. We are not responsible for any Third-Party Content accessed through our Online Shop. If you decide to leave the Online Shop and access Third Party Content, you do so at your own risk and you should be aware that our Terms and Conditions and other policies no longer govern.

10.2 For the avoidance of doubt, this Agreement does not authorize you to distribute, publicly display, publicly perform, make available, alter, or otherwise use any Third-Party Content.

**11. Intellectual Property**

11.1 CDKeys.com retains ownership of all intellectual property rights of any kind related to CDKeys.com, the Online Shop and Service, including applicable copyrights, patents, trademarks and other proprietary rights. Other trademarks, service marks, graphics and logos, used in connection with the Online Shop and the Service, may be the trademarks of other third parties. This Agreement does not transfer from us to you any CDKeys.com or third-party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with us. We reserve all rights that are not expressly granted to you under this Agreement.

11.2 Specifically, CDKeys.com, [www.cdkeys.com](http://www.cdkeys.com/), Omnyex and all trademarks that appear, are displayed, or are used on the Online Shop from time to time or as part of the Service, are registered trademarks of CDKeys.com; and may not be copied, downloaded, reproduced, used, modified, or distributed in any way without prior written permission from CDKeys.com.

11.3 If you believe that any material located on, or linked to by, CDKeys.com violates your copyright or other intellectual property rights, please notify us. We will terminate a User’s access to (and use of) the Online Shop if, under appropriate circumstances, a User is determined to be a repeat infringer of the copyrights or other intellectual property rights of CDKeys.com or others without necessary rights and permissions.

**12. Email Communications**

12.1 We use email and electronic means to stay in touch with our Users. You agree and understand that we may send you emails about future Services and/or updates on the Programs. Users wishing not to receive offers and updates from us may notify us at any time via one of the contact methods listed in the Contact Us section.

12.2 For contractual purposes, Users (i) consent: to receive communications from CDKeys.com in an electronic form via the email address they have submitted or via the Online Shop; and (ii) agree that all Terms and Conditions, agreements, notices, disclosures, and other communications that, CDKeys.com provides to them electronically, satisfy any legal requirement that such communications would satisfy if it were in a physical writing or traditional mailing; and (iii) without prejudice to clause no.12.2(i) and no.12.2(ii), the Users undertake to comply with clause no. 16.5 for any notification purposes.

**13. Termination**

13.1 If you wish to terminate this Agreement, you may simply discontinue using CDKeys.com. If you wish to delete your Account data, please contact CDKeys.com at support@cdkeys.com. We will retain and use your information as necessary to comply with our legal obligations, to resolve disputes, and to enforce our agreements, and we will delete your full profile to the extent possible (if applicable).

13.2 Your rights under this Agreement will automatically terminate without notice and without refund of any fees if you fail to comply with the terms of this Agreement.

13.3 All provisions of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

**14. Disclaimer of Warranties**

14.1 We make no representation or warranty that the information, we provide, or that is provided through the Service, is accurate, reliable or correct; that the Service, a Seller Service or Program will meet your requirements; that the Service will be available at any particular time or location; that the Service will function in an uninterrupted manner or be secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your use of information, Content or other material obtained from a Seller or the Service.

14.2 You are solely responsible for all of your communications and interactions with the other Users, as applicable, and with other persons with whom you communicate or interact as a result of your use of the Services. You understand that CDKeys.com is not required to screen or inquire into the background of any Seller or Seller Services, nor does CDKeys.com make any attempt to verify the statements of Sellers.

14.3 CDKeys.com makes no warranties, express or implied, with respect to Sellers and Programs and disclaims any warranty to the fullest extent available. CDKeys.com has no control over, and does not guarantee: the existence, quality, safety, or legality of any Program or Seller Services; the truth or accuracy of any Program details; the ability of Seller to undertake the Seller Services; or that the Seller Service will be available at any particular time, or location. CDKeys.com does not warrant or guarantee that any Seller Services offered through the Online Shop will meet a Buyer’s requirements. You agree to take reasonable precautions in all communications and interactions with other Users, and with other persons with whom you communicate or interact as a result of your use of the Services.

**15. Release and Indemnification**

15.1 Users agree to indemnify and hold harmless CDKeys.com from and against any and all claims, demands, actions, losses, damages, assessments, charges, third party liabilities, costs and expenses which may arise as a result of: (i) the Users’ use of the Online Shop and the Service or violation of this Agreement; or (ii) any injury, accident, health issues, physical or property damage, loss of profit, property or business reputation, or otherwise that may be caused as a result of their use of any Service, Seller Services and/or in connection with a Program; or (iii) errors, mistakes~~,~~ or inaccuracies of User Content, and/or information available on or through the Online Shop; or (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted by you to or through the Online Shop; or (v) any dispute, conflict or disagreement between a Buyer and a Seller or a third party in connection with any Seller Services or Program.

15.2 If you have a dispute with another User, you release CDKeys.com from any and all claims, demands and damages (actual and consequential) or losses of every kind and nature, arising out of such disputes.

15.3 Buyers agree that CDKeys.com, and each Seller jointly and severally, have the power to file and pursue lawsuits against any Buyer in respect of any claims, demands, actions, losses, damages, fines, charges, liabilities, costs and expenses which have been suffered or incurred by CDKeys.com and/or a Seller, directly or indirectly, and that have been caused by the Buyer as a result of the Buyer’s use of any Service and/or Program.

15.4 You agree that in no event will CDKeys.com be liable, responsible or otherwise, to you or to third parties for any damages or losses that may arise from: (i) the failure, interruption or disruption of any service to maintain your access to the Online Shop or the Services, regardless of whether the service is provided by CDKeys.com or a third party; or (ii) the quality, accuracy, timeliness, reliability, safety, performance of a Seller, Seller Services, Program and/or the Online Shop, completeness or delays, breach, omissions, or interruptions in the delivery of any Services, Program or Seller Services; or (iii) errors, mistakes, or inaccuracies of any Content, Program and/or CDKeys.com’s Content and/or information available on or through the Online Shop; or (iv) any unauthorized access to or use of our servers and/or any and all personal information stored therein, and/or any interruption or cessation of transmission to or from our servers, and/or any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Online Shop by any third party; or (v) any failure or delay in the execution of any transactions through the Online Shop and/or the Services or; (vi) any dispute, conflict or disagreement between a Seller and a Buyer or third parties in connection with any Services, Seller Services or Program; or (vii) any refund, loss of profits, loss of business reputation (whether incurred directly or indirectly), any injury or accident or physical or property damage or health issues, or otherwise that may occur to you as a result of your use of any Seller Services and/or in connection with a Program; or (viii) any intellectual property infringement that may arise from the use of a Program and/or Seller Services.

**16. Miscellaneous**

16.1 Governing Law: This Agreement between you and CDKeys.com and any access to or use of the Online Shop and/or the Service is governed by the federal laws of the United Arab Emirates. Any dispute which may arise between a User and CDKeys.com, pertaining to the implementation or interpretation of this Agreement, shall be amicably settled, failing which Courts of Dubai shall be the competent authority to settle the same.

16.2 Severability: If any part of this Agreement is held invalid or unenforceable, that part of the Agreement will be construed to reflect the parties’ original intent. The remaining portions will remain in full force and effect. Any failure on the part of CDKeys.com to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

16.3 Assignability: CDKeys.com may assign or delegate its rights or obligations under these Terms and Conditions, and/or the CDKeys.com’s Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any of your rights or obligations, under the Terms and Conditions or Privacy Policy, without CDKeys.com’s prior written consent, and any unauthorized assignment and delegation by you shall be considered as null and void.

16.4 Notices to Users: Reports, statements, notices and any other communications may be transmitted by CDKeys.com to Users via the email address specified by them in their Account. All communications and notices shall be deemed to be duly served to a User when electronically sent by CDKeys.com to the User at the email address specified in the User’s Account.

16.5 Notices to CDKeys.com: Reports, statements, notices and any other communications may be transmitted by a User to CDKeys.com at info@omnyex.com. All communications and notices shall be deemed to be received, or served (as applicable), to CDKeys.com when electronically received by CDKeys.com at info@omnyex.com.

16.6 Gender Neutral: Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words “hereof” and “herein” and “hereafter” shall refer to the entire Agreement and not to any provision or section.

You acknowledge that you have read, understood, and accepted to be bound by these Terms and Conditions.