**TERMS AND CONDITIONS OF THE SITE G2A.COM**

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**Whereas:**

(i)  G2A.COM possesses and operates the Site designed for connecting Users wishing to buy and sell various digital content, especially game activation codes, as well as Physical Products offered by the Sellers on this website or any subdomains;

(ii)  the Site is not an online shop but merely an online platform where Users may conduct transactions between them;

(iii)  G2A.COM, unless explicitly expressed in a particular offer, does not purchase digital content or Physical Products, from Sellers and Selling Users and does not re-sell digital content or Physical Products to Users;

(iv)  the offers and sales performed via the Site are made between particular Sellers or Selling Users and Users while G2A.COM only facilitates such transactions by means of establishing and maintaining the Site’s functionalities and provides certain additional services to the Users aimed at improving safety, speed and certainty of the transactions;

* this document defines legal (contractual) relations between G2A.COM and Users and between G2A.COM and Sellers with G2A.COM acting as an administrator of the Site;
* this document does not define legal (contractual) relations or terms and conditions between Users and Selling Users and between Users and Sellers;
* these terms shall not be applicable for (i) Buyers domiciled/registered in Russian Federation, or Buyers who enter into transactions through the Site with Sellers domiciled/registered and/or VAT registered in Russian Federation (who shall be subject to the *Terms and Conditions of the Site G2A LLC for the Buyer* available on <https://www.g2a.com/terms-and-conditions-for-users> or (ii) Sellers domiciled/registered and/or VAT registered in Russian Federation, or Sellers who enter into transactions through the Site with Buyers domiciled/registered in Russian Federation (who shall be subject to the *Terms and Conditions of the Site G2A LLC for the Seller* available on <https://www.g2a.com/terms-and-conditions-for-seller>;
* this document does not cover the terms of use for receiving and making payments through the Site, which have been provided in a separate document (“G2A Pay Terms and Conditions”): <https://pay.g2a.com/terms-and-conditions>
* in particular, this document does not determine conditions specific for transactions and contracts being concluded between Users and Selling Users and between Users and Sellers such as: prices of game activation codes, content, Physical Products, quality, safety and legality of game activation codes or Physical Products, warranty and liability with regard to selling game activation codes or Physical Products. G2A.COM does not verify the veracity and accuracy of data provided by Users or Sellers likewise does not verify Physical Products offered by Sellers;
* notwithstanding the above – and merely for purposes related with: care for G2A.COM brand, functioning the Site as a platform connecting Sellers and Users and avoiding unfair practices on the Site – G2A.COM reserves the right to establish basic rules for selling and buying game codes and Physical Products via the Site.

**Definitions**

**Account** – an account kept on the Site for a User, enabling the User to use the services offered through the Site and benefit from its full functionality.

**Adjustments** – means any and all refunds, chargebacks, Penalties, returns, adjustments, fees, surcharges, expenses, interchange fees and similar fees and assessments, and other payments or amounts due from the Seller or Selling User and/or from G2A.COM as a result of the Seller’s or Selling User’s breach of these Terms and Conditions, law or any Intermediate Body Scheme Rules (which are applicable to given Seller or Selling User).

**Custom Physical Products** - non-prefabricated Physical Products made on the basis of a User’s individual choice or decision - a custom made good.

**Claim** – assuming the meaning given to it in section 6.23 let. c) (i) of the Terms and Conditions.

**consumer** – means any User, who is a natural person and who acts in these Terms and Conditions for purposes, which are outside his/her trade, business, craft or profession.

**Durable Medium** – any instrument which enables the User or the Seller or G2A.COM to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purpose of the information and which allows the unchanged reproduction of the information.

**Electronic services** - performance of the service provided without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the recipient, sent and received by means of electronic processing devices, including digital compression, and data storage, which is entirely transmitted, received or transmitted via telecommunications network.

**Agreement on rendering Electronic services** – the agreement concluded between G2A.COM and User, Seller or Selling User by the acceptance of these Terms and Conditions.

**G2A.COM** – G2A.COM LIMITED with its registered office in Hong Kong, 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong; OR the company G2A LLC with its registered office at 401 Ryland St, Suite 200-A Reno, Las Vegas, NV 89502, USA, depending on which of them is a party to the agreement in accordance with further provisions of this Terms and Conditions.

**G2A Balance** - means a personalized electronic payment instrument where are accumulated funds (balance) by the Seller or Selling User and is used in order to make or receive payments and/or pay-outs at the Seller’s or Selling User’ discretion.

**Goldmine Marketing Program or Goldmine** – a partnership program defined in separate regulations, allowing Users to search for persons purchasing products and services offered through the Site and to benefit from the situation where purchase of goods or services is made by a person found in this way.

**Intermediate Body** - means an institution which participates in the transfer of payment between the User to the Seller or Selling User due to purchase of digital products, Physical Products or services offered on the Site, in particular banks, settlement agents, entities operating payment systems, card organizations, electronic money institutions, payment service provider, or financial institution.

**Intermediate Body Scheme Rules** - means all current and future bylaws, rules, regulations, interpretations and other guidelines promulgated by any Intermediate Body from time to time.

**Penalties** - means any fine or amount (including any associated costs) which may be levied on G2A.COM and/or the Seller or Selling User by an Intermediate Body due to breach or violation of Intermediate Body Scheme Rules referred to and/or connected to a prior sales transaction.

**Physical Products** – any tangible movable item (including Custom Physical Products and excluding digital items) being sold by a Seller (not a Selling User) through the Site.

**Privacy and Cookies Policy** – a set of rules regulating the processing of personal data and privacy protection policies applied against Users by G2A.COM.Privacy and Cookies Policy constitutes a separate document.

**Seller** – an entrepreneur operating in any form who sells its goods or services, including digital content or Physical Products, to Users via the Site. The Seller may also purchase goods/products from other Sellers via the Site.

**Sales contract** - means any contract under which the Seller transfers or undertakes to transfer the ownership of Physical Products to the User and the User pays or undertakes to pay the price thereof, including any contract having as its object both Physical Products and Services.

**Selling User** – a natural person, who is not an entrepreneur, selling via the Site and being the owner of game activation codes in the digital form.

**Site** – a group of affiliated websites made available on the Internet from the address: www.g2a.com, other than these available from the address: www.g2a.com/goldmine.

**Service** – a service described below in point 1.9.

**Terms and Conditions**– these terms and conditions, including attachments, encompassing a set of rules regulating the use of the Site and rights and obligations of Users, Sellers and G2A.COM.

**User** – any person buying a Product from a Seller or Selling User by using any of the Site’s functionalities and/or who has registered on the Site.

All provisions of these Terms and Conditions concerning the User apply also to the Selling User, whereas all provisions concerning the Selling User apply only to the Selling User. The User may (but does not have to) possess the status of the Selling User at the same time. Every Selling User possesses the status of the User at the same time.

**1.  Applicability and Acceptance of the Terms and Conditions**

1.1.  The User and the Seller hereby agree to and accept these Terms and Conditions and the Privacy and Cookies Policy as a whole and without reservations. Any User willing to participate in the Goldmine Marketing Program is obliged to accept separate regulations available at the following address: www.g2a.com/goldmine. Acceptance of these Terms and Conditions is a condition of rendering Services.

1.2.  Users unable to conclude a legally binding agreement with G2A.COM, with Selling Users or with Sellers and those who are prohibited from using the services due to the regulations of the State or regional restrictions, including the country/region of current residence of the User and place of use of services, are hereby asked to refrain from using the Site. The User hereby confirms that he or she is at least eighteen (18) years old (or has reached another age which in light of his or her domestic law entitles the User to conclude legally binding agreements), has full capacity to take legal actions and agrees to these Terms and Conditions. Should the User act for and on behalf of a third party being a legal person, a so called non-corporate legal entity etc. – he or she hereby asserts G2A.COM that they are authorized to commit, enter into obligations and incur any liabilities related to the conclusion of this agreement for and on behalf of such person, and the acceptance of these Terms and Conditions by such User is of the same effect as if they were accepted by such third party.

1.3.  The Seller hereby confirms that it is an entrepreneur and accepts these Terms and Conditions. Where the Seller uses the Site for and on behalf of a third party being a legal person, a so called non-corporate legal entity etc. – hereby asserts G2A.COM that he or she is authorized to commit, enter into obligations and incur any liabilities related to the conclusion of this agreement for and on behalf of such person, and the acceptance of these Terms and Conditions by such Seller is of the same effect as if they were accepted by such third party. The Seller states that there are no factual or legal grounds preventing him from the conclusion of this agreement with G2A.COM and the Users through the Site aimed at sales of products and services to the Users.

1.4.  G2A.COM reserves the right to make any changes and modifications to these Terms and Conditions, including the right to introduce new provisions and delete the previous ones, due to important reasons, in particular (i) a change in the scope of economic activity carried out by G2A.COM, (ii) the need to adjust the provisions of these Terms and Conditions to the applicable law, including case law of common courts or new resolutions, decisions, recommendations or other acts issued by the authorities authorized to issue binding regulations, (iii) in order to ensure proper functioning of the Site, (iv) introducing new products or services offered by G2A.COM or by Sellers, Selling Users, (v) modifying the functionality of products, services or service delivery methods due to technological considerations, (vi) and to ensure the safety and security of the Users, Sellers, Selling Users, (vii) changes in the amount of fees and commission charged by G2A.COM due to G2A.COM economics’ decision, or (viii) in order to preventing abuse or crime.

In this case, G2A.COM shall inform the Users, Sellers, Selling Users of the changes, by sending them a copy of the amendments on the durable medium, (for example via e-mail) and a revised version of the Terms and Conditions, no later than fifteen (15) days prior entry into force to the planned amendments.

If the Users, Sellers, Selling Users does not accept the providing amendments to these Terms and Conditions, he or she shall have the right to terminate the Terms and Conditions concluded with G2A.COM before the expiry of the notice period. Such termination shall take effect within fifteen (15) days from the receipt of the notice.

Without prejudice to the above, G2A.COM may amend the amendments to these Terms and Conditions without the fifteen (15) days period referred to above, with immediate effect, if: (i) is subject to a legal or regulatory obligation under which it is required to amend the Terms and Conditions in a manner which does not allow it to respect the aforementioned fifteen (15) days’ notice period, (ii) has exceptionally to change these Terms and Conditions to address an unforeseen and imminent danger related to defending the online intermediation services, consumers or business users from fraud, malware, spam, data breaches or other cybersecurity risks.

1.5.  In the event that the Terms and Conditions are translated into any other language and there is any inconsistency between the English version and such translation, the English version shall prevail, unless otherwise provided or unless such apparent inconsistency arises out of a difference in legal requirements in a specific country.

1.6.  Users or Sellers may conclude with G2A.COM, via the Internet or otherwise, a separate agreement related to certain rights and obligations between them and G2A.COM (Additional Provisions). In case of any conflict or discrepancy between the Terms and Conditions and Additional Provisions, the Additional Provisions shall prevail over the Terms and Conditions unless explicitly provided otherwise in the Additional Provisions.

1.7.  When using any services or sending e-mails to G2A.COM, the User and the Seller communicate with G2A.COM electronically. G2A.COM communicates with Users and Sellers by e-mail or by posting notices on the Site or through their distribution via communication channels within other services. For contractual purposes, the User and the Seller consent to receive communications electronically and they agree that all agreements, notices, disclosures and other communications that G2A.COM electronically provides meet any legal requirements of such communication in writing, unless mandatory applicable laws specifically require a different form of communication.

1.8.  As part of the Site – within the scope of agreements concluded between the Seller and the User or between the Selling User and the User – G2A.COM provides the Service consisting exclusively of regular transfer, caching and hosting services (specified below in letters a), b) and c)). To such extent, G2A.COM renders the Service based on making available a computerized infrastructure to intermediate in data transmission and in the storage and sharing of data by Users and Sellers:

a)      G2A.COM, at the instruction of Seller or Selling User, enables transmission of data transferred by one recipient (User or Seller) and ensures access to the telecommunication network, except that G2A.COM:

              i.        is not the initiator of the data transfer,

             ii.        does not choose the recipient of the data transfer,

            iii.        does not choose nor modify the information contained in the transfer.

Within this scope, G2A.COM may conduct automatic and short-lasting, indirect storage of the transmitted data solely for the purpose of conducting transmission, whereas the data shall not be stored any longer than necessary in regular conditions to perform transmission.

b)      G2A.COM enables data transmission and automatic and short-lasting, indirect storage of data aimed at making their further access more rapid, except that G2A.COM:

               i.        does not modify the data,

              ii.        uses accredited and applied IT techniques determining technical parameters for the access to and updating of data,

             iii.        does not disturb the use of IT techniques.

c)      G2A.COM makes available computerized system’s resources aimed at storage of data by Users and Sellers.

1.9.  G2A.COM provides Users, Sellers and Selling Users the following Electronic services:

a) digital trading platform to exchange information on products and services

b) Account

c) the possibility of establishing, presenting and completing transactions between Users, Sellers and Selling Users via electronic means, including in particular the sales of game activation codes, services and Physical Products

d) specific assistance and administration services to Sellers, Selling Users and Users. G2A.COM is neither a party of the agreement between the User and the Seller, nor between the Selling User and the User, nor between Sellers, nor between Selling Users e. presenting to Users, Sellers and Selling Users with advertising content tailored to their interests

f) newsletter

g) G2A API

h) Money Back Guarantee

i) G2A Pro

j) G2A Price Match

k) G2A Coins and G2A GiftCard

l) enabling viewing of content placed as part of the Site.

Under the law, G2A.COM is required to provide the Electronic services referred to above in accordance with these Terms and Conditions and the applicable law.

1.10.  Notwithstanding the provisions above, G2A.COM also sells its own products and services through the Site, where it is explicitly provided.

1.11.  The technical requirement for the use of the Site by the User and the Seller is to possess an operational system-equipped workstation with access to the Internet and standard software necessary to view websites, including to enable support of cookies.

1.12.  For the correct performance of some of the Site’s functionalities it may be necessary for the User or the Seller to enable Java, Java Script, Flash support etc.

1.13.  The User having its place of residence, headquarter or place of habitual residence in the territory of Albania, Australia, Argentina, Bangladesh, Belarus, Canada, Colombia, Chile, European Union, Ghana, Iceland, India, Japan, Mexico, New Zealand, Norway, Serbia, Singapore, South Africa, South Korea, Switzerland, Taiwan, Turkey, Thailand or United Kingdom executes an agreement with G2A LLC with its registered office at 401 Ryland St, Suite 200-A Reno, Las Vegas, NV 89502, USA. The Users having its place of residence, headquarter or place of habitual residence in other countries executes an agreement with G2A.COM LIMITED with its registered office in Hong Kong, 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong. If the Seller or the Selling User sells products or services to the User having its place of residence (headquarter or place of habitual residence) in the territory of Albania, Australia, Argentina, Bangladesh, Belarus, Canada, Colombia, Chile, European Union, Ghana, Iceland, India, Japan, Mexico, New Zealand, Norway, Serbia, Singapore, South Africa, South Korea, Switzerland, Taiwan, Turkey, Thailand or United Kingdom then the Seller/Selling User executes an agreement with G2A LLC. If the Seller or the Selling User sells products or services to the User who is not having its place of residence (headquarter or place of habitual residence) in the territory of Albania, Australia, Argentina, Bangladesh, Belarus, Canada, Colombia, Chile, European Union, Ghana, Iceland, India, Japan, Mexico, New Zealand, Norway, Serbia, Singapore, South Africa, South Korea, Switzerland, Taiwan, Turkey, Thailand or United Kingdom then the Seller/Selling User executes an agreement pursuant to the Terms and Conditions with G2A.COM LIMITED. Notwithstanding the above, services stated under clauses 6.13, 6.14, 6.15, 6.19 and 6.20 are solely provided by G2A.COM LIMITED, with its registered office in Hong Kong, 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong.

The User, the Selling User and the Seller hereby agree on confirming or making available specific data in order to confirm their place of residence, headquarter or place of habitual residence (if in doubt about their place of residence). The aforesaid agreement relates to obligations and reporting tasks of G2A.COM (in relation to Value Added Tax, in particular under art. 58 of Council’s Directive 2006/112/WE and the Implementing Regulations no 282/2011 and 1042/2013

1.14.  The User acknowledges and confirms that he/she is aware that G2A Balance functionalities shall be substantially limited to an User who has place of residence, headquarter or place of habitual residence in European Economic Area or Hong Kong.

1.15.  The User is obliged to the prohibition on abuse of electronic means of communication and to provide the following content to G2A.COM IT systems:    
a) causing work disturbance or overloading of IT systems,  
b) incompatible with universally applicable law,   
c) violating third party rights, including copyright, intellectual property rights or personal rights,    
d) provide unlawful content.

1.16. Minimum technical requirements necessary for cooperation with ICT system uses by G2A.COM:

a) access to e-mail

b) computer, laptop, or other device with Internet access with a minimum screen resolution 1366px x 768px and web browser with support enabled Cookies and JavaScript, one from:

* Mozilla Firefox 65 or newer
* Microsoft Edge 79 or newer
* Opera 58 or newero Safari 12 or newer
* Google Chrome 72 or newer

c) Mobile device with Internet access:

* With Android version 4.4 or newer with the application installed from Google Play: G2A.COM – Play More. Pay Less. (https://play.google.com/store/apps/details?id=com.g2a.marketplace)
* With iOS version 11 or newer with the application installed from Apple Store: G2A - Games, Gift Cards and More (https://apps.apple.com/pl/app/g2a-gry-gift-cardy-i-wi%C4%99cej/id895515193)

1.17. G2A.COM informs in the form chosen by the User about any special risks associated with the use of an Electronic service.

1.18. G2A.COM acts as an intermediary in concluding contracts and provides Services set forth in section 1.9 above. G2A.COM does not allow the Seller to provide services identical to those listed in section 1.9 above.

**2.  Service Fees**

Subject to point 2.1 below, G2A.COM collects its commission or other possible fees (if such are due) from the prices determined by the Seller or the Selling User in relation to each transaction. All commissions and other fees which the Seller or the Selling User are obliged to pay in connection with listing of the auction on the Site are presented during the creation auction process.

2.1.  Joining the Site and buying items on sale through the Site is free of charge for the Users. The Users are charged only for the use of selected payment channels or for payments and commissions due to G2A.COM. The amount charged is listed on the payment selection page. G2A.COM shall collect its commission from each sale price of a given product specified by the Seller or the Selling User. The terms and conditions for making and receiving payments and relevant charges have been provided in the G2A Pay Terms and Conditions which can be accessed via the following link: <https://pay.g2a.com/terms-and-conditions>. G2A.COM charges a fee for putting a product on sale via the Site. The fees and commissions are specified in the “[Table of fees and commissions](https://supporthub.g2a.com/seller/en/income-fees/table-of-fees-and-commissions-august-2019-)” annexed to these Terms and Conditions.

G2A.COM utilizes Hyperwallet payment services to deliver payments to you. Such payment services are subject to the [Hyperwallet Terms of Service](https://pay.hyperwallet.com/hw2web/consumer/page/legalAgreement.xhtml) and the [Hyperwallet Privacy Policy](https://pay.hyperwallet.com/hw2web/consumer/page/legalAgreement.xhtml).

2.2.  To the amount of the commission referred to in point 2.1. G2A.COM may add the amount of Value Added Tax valid at the place of residence, headquarter or place of habitual residence on the territory of the European Union which is connected with obligations related to Value Added Tax in conformity with Community Law, in particular with those referred to in paragraph 1.13.

The Selling User and the Seller gives his/hers consent to G2A.COM for adding to the price referred to in point 2.1. the amount of Value Added Tax or similar tax valid at the place of residence, headquarter or place of habitual residence of the User who does not run a business activity. The aforesaid consent is connected with obligations of G2A.COM in relation to Value Added Tax or similar taxes. In the present case, the amount of the commission collected by G2A.COM shall be calculated on the amount of the selling price without including the amount of Value Added Tax.

2.3.  The prices specified for products or services supplied by G2A.COM – in accordance with point 2.1 above – do not form part of these Terms and Conditions and they may be subject to change before the User purchases a particular product or service. G2A.COM reserves its right to temporarily suspend the Service Fees for promotional purposes (e.g. free bidding days) or for development of new services. Such changes become effective once a temporary promotional period or new service is announced on the Site.

2.4.  All fees for G2A.COM services are denominated in EUR, USD, GBP or PLN. If other currencies are to be applied, changes will be communicated. The User and the Seller are solely responsible for paying fees and taxes relating to his/her use of the services available on the Site on time. The User and the Seller are particularly responsible for paying due taxes, fees or other due amounts required in connection to the agreements concluded via the Site on their own. G2A.COM in any case is not responsible for settling above fees and taxes. If certain payment method shall fail or an invoice is overdue, G2A.COM reserves its right to demand payment by way of other method of payment including all possible additional costs of such method.

2.5.  The User and the Seller should sign in to access and use the Site and all its functionalities.

2.6.  Services (or any other functionalities incorporated into the Site) can be different for different countries or regions. No guarantee is given to the effect that a service or functionality of a certain type or reach will be available for all Users. G2A.COM may restrict, decline or create another level of access relating to the use of services (or any other functionality incorporated into the Site) for different individual Users.

2.7.  G2A.COM does not authorize delivery of products sold by the Sellers or Selling Users and is not responsible for and does not authorize payments for services provided/products delivered via Site by Sellers or Selling Users. Selling Users or Sellers and Users may choose to conclude payment with various payment solutions available on the Site, such as PayPal, Skrill, DotPay, PaySafeCard, MoneyBookers and others or outside the Site. All the payment solutions are described within the Site.

2.8.  Any User (or Seller) demanding settlement through one of the payment systems agrees thereby for the payment to be made through sites covering the payment systems and states that he/she has read and accepted the terms and conditions available on such websites. To the extent permitted by law, G2A.COM shall not be liable against the Users (or Sellers) for any problems related to payments for which the owners of such sites are responsible, in particular for any delays in processing payments or inability to process them for technical reasons. In such case the User/Seller shall contact the applicable operator of the payment site in accordance with that site’s terms and conditions. If the payment has not been accepted due to G2A.COM fault, the User shall inform G2A.COM thereof by sending an e-mail to the address: support@g2a.com

2.9.  G2A.COM processes personal data in the scope necessary to entering into and performing Service or Sale contract such as: name, surname, correspondence address, e-mail, ID card number. Specific rules including grounds, rights relating to personal data processing are included in Privacy and Cookies Policy which constitute a separate document.

2.10.  The User and the Seller assert that he/she shall pay for any products and services offered on the Site with use of funds coming from legal sources.

2.11.  The User asserts that he/she is not a VAT taxpayer. When the User becomes or already is the VAT taxpayer, he/she is obliged to provide all the data required to issue a VAT invoice. Such an invoice may be sent to the User’s email address or delivered with other electronic means.

2.12.  The Sellers/Selling Users agree and acknowledge that:

a) They are the seller and supplier of the products and this fact will also be clearly defined in their contractual arrangements with the Users as well as the relevant invoice, bill or sales receipt;

b) they will set the general terms and conditions of the sales made to the Users;

c) they will authorize the relevant charge to the Users and the delivery of the products; and

d) they are solely responsible for paying Value Added Tax - VAT or similar tax liabilities (such as Australian Goods and Services Tax - GST) in compliance with the applicable laws resulting from the sales of the products to Users made through the Site.

2.13.  Whenever G2A.COM or any entity of the G2A.COM Ecosystem provides services or digital goods to any person who is considered to be an entrepreneur, that person acknowledges and agrees to account for any GST/VAT due via the applicable Reverse Charge Mechanism (such as in  Albania, Australia, Argentina, Bangladesh, Belarus, Canada, Colombia, Chile, European Union, Ghana, Iceland, India, Japan, Mexico, New Zealand, Norway, Serbia, Singapore, South Africa, South Korea, Switzerland, Taiwan, Turkey, Thailand or United Kingdom).

2.14.  The User is aware and hereby acknowledges that placing an order connected with purchase of the digital content, especially game activation codes, from the Seller or the Selling User via the Site may entail an obligation to pay provided that a will to conclude a contract and to charge the User is expressed by the Seller or the Selling User in accordance with point 6.5 below.

2.15.  To any User who has made a purchase on the Site, information may be sent randomly via e-mail that automatically one Bonus Person was assigned to him (please see Goldmine terms and conditions) together with information that conditional remuneration was therefore granted to him – indicating the remuneration amount. From this moment the User has three (3) months to decide whether to register with the Goldmine site and participate in the Goldmine Marketing Program. No registration within that period will result in the conditional remuneration being withdrawn and treated as undue because of the unfulfilled condition. In case the registration is made the remuneration defined in this section shall be paid into the technical account specified in point IV section 1 of the Goldmine terms and conditions. The provisions of this section are part of a marketing campaign valid until revoked. Revocation shall be made by striking out this section in accordance with these Terms and Conditions.

2.16.  The Seller may sell pre-order products through the Site. The Seller agrees and undertakes to pay a pre-order advance to G2A.COM which constitutes the contractual protection relating to the Seller’s obligation to deliver and sell pre-order products to the Buying User via the Site. The amount of pre-order advance is 1% (one percent) of the value of each pre-order product which the Seller undertakes to sell to the Buying User via the Site. Pre-order products should be delivered to G2A.COM by the Seller on the day before release date at 23:59 CET. The pre-order advance is fully returnable within two (2) calendar days from the abovementioned release day if the Seller delivers all the pre-order products to G2A.COM. The amount of pre-order advance, which should be returned to the Seller, will be proportionally reduced by the part of the pre-order advance which refers to the number of undelivered pre-order products by the Seller to G2A.COM. The Seller may change the value of the declared selling price of a given pre-order product. However, it has no impact on the amount of the aforesaid pre-order advance accrued by G2A.COM if the Buying User has previously submitted an offer to purchase the given pre-order product. The Selling User undertakes and is obliged to send individually the purchased pre-ordered products to Users who bought the pre-ordered products on the delivery date by uploading products on the Selling User account and by clicking the “Send keys” button.

2.17.  User may buy the pre-order products through the Site. User pays for the pre-order products on the date of the order but the product is sent to the User on the date indicated on the Site. User acknowledges that the date of receiving of the pre-ordered product may vary. User acknowledges that the price of the pre-ordered product may vary. User acknowledges that the sale of the pre-ordered product may be revoked and in this case the price paid for the pre-ordered product is reimbursed by the Selling User.

**3.  Users’ accounts**

3.1.  In order to set up his/her account, the User is obliged to register by filling in the registration form available on the Site. During registration, the User is prompted to supply his or her current email address and username as well as to accept the Terms and Conditions and  and Cookies Policy. After subscription to the Site, G2A.COM will open an account and assign a password that may then be changed by the User.  If it is discovered by G2A.COM that the User utilized an email address that was created by the User with the intent that the email address be in existence for a limited period of time (e.g. a so called disposable email address) G2A.COM reserves the right to suspend User’s account.  If a User’s account is suspended any balance on said account may be fortified.  G2A.COM may, at G2A.COM’s sole discretion, re-activate such an account or assist in transferring funds.

The User who wants to sell his/her products or services via the Site (becoming the status of the Selling User) is obliged to provide in the registration process (or later when completing the account data) i.e. the following data: name, surname, address of residence, phone number, bank account number, VAT (or other tax) identification number, business registration number. Each User shall disclose his/her place of residence (headquarter or place of habitual residence). The Users take note and accept that G2A.COM is in possession of tools to detect the localization of computer network device (and the connection) as regards the country of origin from which the registration is performed. In case of discrepancies between the place of residence, headquarter or place of habitual residence indicated by the User in the course of registration process and the results of verification made by G2A.COM, in particular on localization of computer network device (and the connection) as regards the country of origin from which the registration is performed, G2A.COM shall be entitled to refuse to set-up the Account.   The User is entitled to set up only one account, unless G2A gives individual permission. For avoidance of doubt, the User will not use VPN connection during the use of Site, unless it is necessary to run a registered business.

3.2.  G2A.COM is entitled to verify the data of the User or the Seller by requesting from the User or the Seller presentation of proper documents, their copies, scans, etc. In particular, G2A.COM may request from natural persons not being entrepreneurs, natural persons being entrepreneurs, from legal persons, as well as from organization units being the Sellers, presentation of proper documents which would confirm: the company address, being entered in the proper register, authorization to represent the natural person or organization unit, as well as to enter into obligations on his/her behalf for a person registering on the Site, VAT identification number and contact data such as phone number or email address (if any). The documents (their scans of copies) confirming the above data shall be provided within 14 days since the day, on which G2A.COM requested providing them from a person intending to register on the Site. The lack of providing these documents (their scans or copies) may constitute the reason to refuse registration on the Site. G2A.COM may also request proper documents (their scans or copies) after registration of the User or the Seller – in that case the lack of providing the documents (their scans or copies) may constitute the reason to block the account of a given Seller or User or result in inability to sell the products or services via the Site by the Seller or the Selling User.

3.3.  Following correct registration on the Site by the User he or she is provided with access to the full functionality of the Site after entering his or her login and password on the login page.

3.4.  Registration on the Site by the User, Seller and/or Selling User is equivalent to the User, Seller and/or Selling User Seller having read, understood and accepted the Terms and Conditions in full, including the Privacy and Cookies Policy, Notwithstanding the above the User, Seller and/or Selling User who has not registered on the Site is also regarded as having accepted the Terms and Conditions and the Privacy and Cookies Policy at the moment he or she chooses to use any of the functionalities of the Site.

3.5.  The User, Seller and/or Selling User is obliged to exercise reasonable care to ensure that an up-to-date e-mail address is always assigned to his account on the Site.

3.6.  The account is made available to the User by G2A.COM free of charge and allows him or her to use the services offered through the Site, which is possible from any place in the world via the Internet network.

3.7.  In case of any violation of these Terms and Conditions and the law in force by the User, G2A.COM reserves its right and possibility to block the User’s account.

3.8.  Within the scope permitted by law, G2A.COM reserves the possibility of temporary unavailability of the access to the Site or to accounts, which may occur due to modernization works conducted or technical problems. Where technical problems arise, G2A.COM hereby commits to deal with them as soon as possible.

3.9.  The User acknowledges that sharing their account with other people or giving access thereto to many persons other than the User’s personnel may cause irreversible damage to G2A.COM, Sellers or other Users. The User is obliged to protect G2A.COM and our partners against losses and damage caused by the use of their account by third parties.

3.10.  Accounts are also created for the Sellers. In order to set up his/her account, the Seller is obliged to register by filling in the registration form available on the Site. During registration, the Seller is obliged to provide, first and foremost: name, surname, the company name and registered office, the form of activity, valid email address, data of a contact person, phone number, VAT identification number as well as to accept these Terms and Conditions and Privacy and Cookies Policy. After creating an account, G2A.COM shall provide the Seller with the password, which may later be changed by the Seller.

3.11.  The Seller is obliged to exercise reasonable care to ensure that an up-to-date e-mail address is always assigned to his account on the Site.

3.12.  In case of any violation of these Terms and Conditions and the applicable laws and regulations by the Seller, G2A.COM reserves its right to block the Seller’s account. Provisions 3.8 and 3.9 above are also applicable for the Sellers’ accounts respectively.

3.13.  The User and the Seller shall neither use other Users’ and Sellers’ accounts nor make their accounts available to other Users, Sellers or third parties. The above does not apply to the Seller in terms of making his/her account available to the persons entitled to act on his/her behalf and his/her employees, who are entitled by the Seller to use the account on the Site. G2A.COM may request from the Seller a list of persons entitled to use the account, which the Seller shall deliver within 7 days.

3.14.  To the extent permitted by law, G2A.COM assumes no responsibility against the Users and the Sellers, should they violate the provision specified in 3.13 above. The Users and the Sellers assume responsibility for actions and outcomes of actions of persons, whom they provided with the access to the account, in particular for the actions undertaken on the Site.

3.15.  The account of the Seller and the Selling User may be blocked if it is noticed that the products put on sale by the Seller or the Selling User are faulty or had already been used.

3.16.  The Users and the Sellers assume responsibility for actions and outcomes of actions of persons, whom they provided with the access to the account, in particular for the actions undertaken on the Site.

The account of the Seller may be blocked if it is noticed that the Physical Products put on sale by the Seller or the are faulty or had already been used or when the Physical Products are Forbidden Physical Products which (described in section 5 below).

**4.  General Terms and Conditions of Use**

4.1.  Subject to the other provisions set forth in these Terms and Conditions and their payment of any applicable fees, G2A.COM grants the Users a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the services offered by G2A.COM. This license refers strictly to the functionalities of the Site and does not concern any licenses to digital content, especially game activation codes offered via the Site by Sellers or Selling Users – the licenses to digital content, especially game activation codes may be granted upon discretion of their owners or other authorized persons.

4.2.  All rights not expressly granted to the Users in these Terms and Conditions are reserved and retained by G2A.COM or their owners, licensors, suppliers, publishers or other authorized persons.

4.3.  The users must not misuse the G2A.COM services. The Users may use the G2A.COM services only as permitted by law. Users and Sellers are not allowed to use them in order to violate the law or third party rights, in particular any copyright, intellectual property rights or personality rights.

4.4.  Any texts, graphic materials, interactive functions, logos, photographs, files, software and any other materials on the Site, except for those uploaded, transmitted, made available, published by Users or Sellers, as well as the selection, organization, coordination, compilation of the materials and the general outline and nature of the Site constitute intellectual property of G2A.COM. They are protected by copyrights, trademarks, patents, industrial design rights and other rights and provisions, including international conventions and property rights. Any such rights are reserved for G2A.COM. Any trademarks, marks and trade names constitute G2A.COM property. Without explicit consent of G2A.COM, the User nor the Seller must not: duplicate, copy, download, disseminate, sell, distribute or resell any services, information, texts, graphics, video clips, sounds, screenplays, files, databases or lists whatsoever available on or via the Site nor use them otherwise. It is forbidden to retrieve the Site content systematically to create or compile, either directly or indirectly, a collection, compilation, database and catalogue (by using robots, search engines, automatic or manual devices) without written permission of G2A.COM. The use of any content or materials available from the Site for purposes not specified in the Terms and Conditions is forbidden, especially any use, publication, copying in any form - whether electronic, mechanic, photographic or other (All Rights Reserved). These materials constitute Works within the meaning of applicable protection copyright Act. Furthermore the Works are protected under international law on the basis of the Universal Copyright Convention signed in 1952 in Geneva and the Berne Convention of 1886 together with the Stockholm entry of 1972 and 1979 amendments.

4.5.  In order to protect his/her personal data, the User is obliged to read and accept the Terms and Conditions and the information Privacy and Cookies Policy concerning personal data uploaded through the Site and on the partnership websites of G2A.COM. By using the Site, the User consents to conform with the Terms and Conditions relating to privacy protection and personal data protection defined in the Privacy and Cookies Policy.

4.6.  G2A.COM may provide Users with access to the content, products or services offered by other providers via the hyperlinks (in the form of word links, banners, channels or whatever else) leading to the sites of such providers. It is recommended to read the regulations of such sites, their Privacy and Cookies Policy and Terms and Conditions before starting to use such sites. The User is informed that G2A.COM has no control of the websites owned by other providers, nor does G2A.COM monitor such sites or is liable to Users for such websites, their content or the products or services that are available from such websites.

4.7.  The User and the Seller hereby confirm and assert that they will not engage in the following:

a) they will not upload, create nor distribute through the Site any data violating any laws, terms of binding agreements or third parties’ rights (including any trade secrets, intellectual property rights, copyrights, personality rights or rights relating to personal data protection);

b) they will not publish any false or misleading information, which may be detrimental to or may expose G2A.COM or third parties to any harm;

c) they will not impersonate another person or entity, whether existing or fictional, or falsely maintain to be related to any other person or entity, nor access other Users’ accounts, provide false information on the sources, type and content of the data transferred through the Site, nor in any other way mislead other Users, Sellers or G2A.COM;

d) they will not use the Site for any other purposes than the use of services offered by G2A.COM, other Sellers or Users;

e) they will not circumvent or disable the Site’s security;

f) they will not use the Site for any illegal purposes nor to violate domestic or international laws, including provisions relating to copyright, intellectual property rights and other property rights protection, as well as data protection provisions;

g) they will not slander, defame, offend, haunt, deceive other Users of the Site, will not collect nor attempt to collect their personal data or the personal data of other persons without their consent nor threaten them;

h) they will not attempt to break the Site’s source code nor any parts thereof, nor to manipulate it in any way;

i) they will not modify, adapt, translate the Site nor any parts thereof (including the Terms and Conditions), or create any derivative works on their basis;

j) they will not in any way deliberately disturb the Site’s activity or disturb other Users or Sellers in using the Site, in particular by uploading and circulating viruses nor any other detrimental software such as adware, spyware, etc.;

k) they will not in any way deliberately disturb the Site’s activity or any activities taken with the use of the Site;

l) they will not take any actions aimed at discovering access passwords of other Users or Sellers, including any attempts to guess the passwords;

m) they will not transfer for remuneration nor in any other way make available for remuneration part or whole of his account;

n) they will not upload on the Site any data containing any personal data of third parties;

o) they will not in any way make other Users’ or Sellers’ use of the Site difficult;

p) they will not make payments with the use of other people’ or stolen credit/debit/prepaid cards or with means coming from undisclosed sources.

4.8.  By posting or publishing their own content and materials on the Sites or by distributing them in any other way to G2A.COM or its partners, the User and the Seller, within the scope permitted by law, grants an irrevocable, permanent and free license, to use the said materials in any way and in any place by G2A.COM. The license also covers the right to present, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create content related to or otherwise use the User content in any way and for any purpose whatsoever that might be beneficial to the operation of G2A.COM, currently or in the future. The User acknowledges and warrants to G2A.COM that he/she has sufficient means and rights to ensure such license.

4.9.  Whenever G2A.COM or any entity of the G2A.COM Ecosystem provides services or digital goods to any person who is considered to be an entrepreneur, that person acknowledges and agrees to account for any GST/VAT due via the applicable Reverse Charge Mechanism (such as in Albania, Australia, Bangladesh, Belarus, Canada, European Union, Ghana, Iceland, India, Japan, New Zealand, Norway, Serbia, Singapore, South Africa, South Korea, Switzerland, Taiwan, Turkey, Thailand or United Kingdom).

4.10. IT IS PROHIBITED TO LIST AND SELL BY THE SELLER OR THE SELLING USER ANY DIGITAL CONTENT, INCLUDING CD-KEYS, WHICH INFRINGE THE APPLICABLE LAWS, THIRD PARTY RIGHTS (IN PARTICULAR COPYRIGHTS) OR THESE TERMS AND CONDITIONS.

4.11.  G2A.COM uses the default placement of product offers, which adjusts the order in which they are placed, taking into account the Users' preferences. Placement takes into account the following factors:

* Data about the product offer: ie. mainly compliance of the product offer description with these Terms and Conditions, the number of product offer views in different time intervals, the number of purchases made as part of a given product offer, the price of the product being the subject of the offer, using the product offer promotion option;
* Data about the Seller or Selling User: ie. mainly the number of positive and negative opinions, percentage of recommendations from Users.

4.12.  The Seller and Selling User does not have access to all data available to G2A.COM. The Seller and Selling User have free access to data related to activities performed by him/her within the framework of the Site, in particular regarding the quality of sales conducted through the Site, including, among completed orders, canceled orders and information such as sales quality.

G2A.COM does not provide paid access to sales statistics on the Site. Sales statistics on the Site are stored by G2A.COM also after the termination of the contract with the Seller and Selling User.

G2A.COM’s access to Seller and Selling User’s personal data, the rules for this access, as well as the storage period and the rules for deleting such data are set out in Privacy and Cookies Policy.

**5.  Physical Products**

5.1.  Unless otherwise provided in these Terms and Conditions, Section 5 shall only be applicable with regards to Physical Products. None of the terms provided under Section 5 will be applicable for other goods, including but not limited with digital goods or services. In the event of an apparent discrepancy between Section 5 and other provisions of these Terms and Conditions, the former shall apply with regards to Physical Products.

PHYSICAL PRODUCTS, CUSTOM PRODUCTS

5.2.  All Physical Products on the Site and Sales Contract descriptions are provided by the Seller and they carry supplemental terms and conditions of sale which are in addition to these Terms and Conditions. User’s purchase is also bound by the terms of the Seller, which are available on the Site were the Physical Product was listed.

5.3.  All Physical Products are subject to availability and may be withdrawn by the Seller at any time. G2A.COM takes no responsibility over information displayed on the Physical Product’s webpage.

5.4.  Custom Product/s are Physical Products which are of a highly custom and technical nature and it is not always practical or possible to publish all detailed specifications for each Custom Product. Custom Product descriptions are provided by the Sellers, and G2A.COM accepts no responsibility for such descriptions. Information, prices, availability and Custom Product descriptions displayed on the Site are guidelines only. G2A.COM takes no responsibility for the accuracy of this information.

LISTING GOODS, SALES CONTRACT DESCRIPTIONS

5.5.  G2A.COM is not in any way involved in the Sales Contract between Sellers and Users. G2A.COM does not transfer legal ownership of Physical Products from the Seller to the User. G2A.COM (including our parent, subsidiaries, affiliates, directors, agents and employees) shall not be liable to the User in contract, tort (including negligence) or otherwise, directly or indirectly, for any claims, damages and/or losses related to the agreement executed between the User and the Seller or Selling User regarding to any Physical Products, unless the domestic law applicable to the User being a consumer provides otherwise.

5.6.  By enabling the Physical Product on the Site, the Seller authorizes G2A.COM to present the Product on the Site as an invitation by the Seller to enter into a Sales Contract with the Users willing to purchase the product at a price determined by this Seller. As such, it does not constitute a sales offer within the meaning of contractual law.

5.7.  In order to list a Physical Product, the Seller is obliged to provide a description of the Product to be displayed on the webpage corresponding to that particular product (Sales Contract descriptions). When listing Physical Products, the Seller agrees:

a)  to be responsible for the accuracy and content of the listing and Physical Products offered,

b)  that when creating a Sales Contract description, it shall be deemed that the Sales Contract description is binding for the Seller and can be published immediately;

c)  that a Sales Contract description shall be complete, reliable and shall not be confusing, false or ambiguous for other Users, in particular, the Physical Products’ origin, quality, manufacturer or brand,

d)  that Sales Contract description shall comply with applicable provisions of law, in particular it shall contain information required under certain circumstances, including information set forth in applicable consumer protection regulations. The User shall be held fully liable for the content of Sales Contract description, including for any mistakes or inaccuracies therein;

e)  that by listing Physical Products, the Seller declares that trade in the Physical Products does not infringe any currently applicable provisions of law or the rights of third parties and that the Seller is authorised to conclude and perform the agreement for the purpose of which the sales contract has been commenced;

f)  that content which, in G2A.COM’s sole opinion, violates any currently applicable provisions of law or the rights of third parties or any of this Physical Products Terms may be deleted at G2A.COM’s discretion,

g)  that they will be bound by the content of the Sales Contract description. Sellers may introduce changes to the Sales Contract descriptions or they may change the Product’s price before the Sales Contract is concluded between the Seller and the User. Sales Contract descriptions may not be changed for Users who had placed an offer to buy before a change was introduced. The Seller acknowledges and accepts that the Physical Products prices and Sales Contract descriptions are made public and are available for all Users of the Site.

5.8.  The Seller shall not list and sell Physical Products, trading of which infringes applicable provisions of law or rights of third parties (e.g. copyrights and other intellectual property rights as well as listing of which may be considered as infringing good practice (“Forbidden Physical Products”). Forbidden Physical Products category include: 1) Physical Products containing pornographic content or Sexually-oriented adult material such as: adult anime items, sex toys and sex accessories, clothing (new or used), images of nudity and nude art, magazines and books, adult media, minors, other adult items, illegal and obscene items; 2) alcoholic beverages including wine, 3) alive or dead animals (including their parts or derivative products) and wildlife products – examples include live mounted specimens, and ivory, 4) art, artifacts, grave-related items, and Native American arts and crafts, 5) catalytic converters and test pipes, 6) cell phone (wireless) service contracts, 7) charity and fundraising, 8) used clothing 9) contracts, 10) cosmetics, 11) counterfeit currency and stamps, counterfeit Physical Products, 12) coupons, gift cards, credit cards, currency, 13) drugs and drug paraphernalia, psychotropic substances, intoxicants, medical drugs, medical products prescribed by doctors, devices, and healthcare – examples include prescription drugs, contact lenses, pacemakers, and surgical instruments, prescription drugs, 14) certain electronics equipment – examples include cable TV de-scramblers, radar scanners, and traffic signal control devices, electronic surveillance equipment – examples include wiretapping devices and telephone bugging devices, 15) embargoed goods and prohibited countries – examples include items from Cuba, 16) event tickets, 17) firearms, weapons, ammunition, gas launchers and knives – examples include pepper spray, replicas, stun guns, explosive and pyrotechnic materials, military items, police related items, political memorabilia (reproduction), 18) food and healthcare items, plants and seeds, 19) government documents, IDs, and licenses, 20) government, transit, and shipping-related items – examples include airplane operations manuals, subway employee uniforms, 21) hazardous, restricted, or regulated materials – examples include batteries, fireworks, and refrigerants, hazardous chemical substances, pesticides, 22) human remains and body parts or organs, 23) importation of goods intended only for distribution in a certain country, 24) goods that are subject to specific restrictions within the jurisdiction of the Buyer, 25) items encouraging illegal activity – examples include an eBook describing how to create methamphetamine, 26) lockpicking devices, 27) lottery tickets, 28) databases, mailing lists and personal information, addresses of websites, information and advice that is not of a service nature, 29) master diploma and bachelor theses, school leaving papers, essays and other papers of this type as well as services relating to writing such works, 30) multi-level marketing, pyramid, and matrix programs as well as accounts in partnership and loyalty programs and services related thereto, 31) offensive material – examples include ethnically or racially offensive material or content appealing to disseminate hatred in connection with national, ethic, racial, world view diversities, materials containing content that infringes personal goods of third parties, 32) postage meters, 33) prohibited services, 34) real estate, 35) recalled items, 36) slot machines, 37) stamps, 38) stocks and other securities such as company shares, stakes, bonds, receivables, units of participation in investments funds, insurance policies and products and all other financial instruments offered as a form of investment, 39) stolen property, 40) surveillance equipment, 41) tobacco, 42) travel, 43) stock exchange investment system and systems for numerical games and bookmaker pools and services related thereto, 44) gold in the form of gold bars, coins or scrap gold and silver in the forms of bars and scrap.

5.9.  All Sellers should fill out a sale form available on the Site. Sales Contract description shall contain all its essential features as: sales contract title, Physical Products description, category, size, model, manufacturer duration of an offer, selling rules, shipping methods, returns, warranty, price, cost of shipping. Sales Contract description may contain photos. Sales Contract description may not include inappropriate content, content that infringes applicable laws or these Terms and Conditions. Sales Contract description must not persuade Users to buy Physical Products outside the Site. Sales Contract description should not contain any advertisement or advertising content nor other forms promoting goods and services which are not offered on the Site. Content of a Sales Contract description cannot infringe any rights of third parties (copyrights, intellectual property rights). If Physical Products are offered in pre-sale, its description should include information on the order completion time.

5.10.  The price stated in each Physical Product’s Sales Contract description must be an accurate representation of the sale and the Physical Product. Prices of Physical Products offered on the Site must be gross prices and include a tax on goods and services, i.e. VAT/GST if applicable and other taxes and any applicable government-imposed fees (such as electronic waste disposal fees).

5.11.   Apart from a price established in accordance with above point, the Seller may charge a User only with the actual costs of Physical Products shipping.

5.12.  A Sales Contract description, should include all terms and conditions of an agreement between Users and Sellers. G2A.COM reserves the right to request the Seller to modify such terms and conditions. If there are any differences in these Terms and Conditions and Sellers’ terms and conditions, the former shall prevail unless provisions of Sellers’ terms and conditions are more favorable for Users.

5.13.  The Seller is obliged to specify in Sales Contract descriptions clearly and accurately when the Product will be shipped. Physical Products should be shipped within the handling time that was provided by the Seller.

5.14.  We recommend using tracking, delivery confirmation, or signature confirmation. Using delivery confirmation can help the parties to the Sales Contract in the event of a dispute regarding the delivery of the Physical Products.

5.15.  Sellers who sell Physical Products shall respect consumer rights applicable to the Sales Contract, in particular, the right of the User to return Product under certain circumstances.

5.16.  The Seller and the User may extend, limit or exclude the liability under statutory warranty but, if the User is a Consumer User, it shall be possible to limit or exclude the liability under statutory warranty only in cases referred to in special laws applicable to the Sales Contract. The statutory warranty may not apply to Physical Products defects known to the User, in particular, those that the Seller had revealed in the Sales Contract description.

ORDERS

5.17.  When buying a Product, User is responsible for reading the full Sale Contract description and the Seller’s terms and conditions of sales before the User commits to buy.

5.18.  Username, address and relevant order details will be passed to the Seller for fulfilment of the order, however we do our utmost to ensure that the Seller adheres to the same high privacy standards as we do, and request that they do not release or reuse your personal data.

5.19.  User shall buy a Physical Product only if the User can meet the requirements/restrictions (such as restrictions on age or country of delivery) described in the listing.

5.20.  User cannot offer to buy Physical Products outside of the Site. If User buys Physical Products outside of the Site, G2A.COM does not offer any protection to the User against fraud or accept any liability for any communication or transaction that has been concluded outside the established system of the Site.

5.21.  In the process of placing an order, User will be asked to complete registration (or log in, in case a registration was previously completed) and to provide data necessary for dispatch and delivery of Physical Product/s.

5.22.  Without detriment to other provisions of the Terms and Conditions, order shall be considered placed at checkout from the basket upon final acceptance of the order with obligation of payment. User enters into a legally binding contract to purchase a Physical Product when User commits to buy a Physical Product by placing of an order. User is obliged to pay for the Physical Product he/she commits to buy.

5.23.  The User is obliged to ensure that all the information and data given during placing of an order is true and up-to-date.

5.24.  Orders may be placed 24 hours a day, seven days a week. The User understands that an order placed on a weekday after 13:00 (GMT +1), on Saturdays, on Sundays and on holidays in the country of residence of the Seller may start to be processed by the Seller not earlier than the next working day in the country of residence of the Seller.

5.25.  All the information on the Site referring to the Physical Products (including its price) shall be understood as an invitation by the Seller for the conclusion of the Sales Contract. Information regarding the Product’s price placed on the Site is binding at checkout upon final placement of the order with obligation of payment. The Seller and the User agree that changes in the price or description of the Physical Products available on the Site will not affect Sales Contracts that have been finalized before such change.

5.26.  After placement of User’s order User will receive confirmation of User’s payment and purchase of the Physical Product/s, on the e-mail address provided to the Seller. If, for any reason, the Seller is unable to fulfil User’s order, Seller shall notify the User as soon as possible.

SALES OFFER

5.27.  A sales offer places by the Seller on the Site ends upon expiry of its term provided by the Seller. A sales offer may end earlier:

a)  Single Physical Product sales offers may end after a User has used the buy now option,

b)  multi-Physical Products sales offers may end after a User has used the buy now option and all the listed Physical Products have been sold,

c)  upon removing a Physical Product listing by the Seller’s decision pursuant to section 5.28 below,

d)  upon removing a Physical Product listing by G2A.COM under circumstances referred to in section 5.29 below.

5.28.  The Seller may remove a Physical Product listing at any time until the first offer to buy it has been placed by a User.

5.29.  G2A.COM may remove a Product listing or close a Sales Contract before its due date if: a) it either violates the law or one of provisions of Physical Product Terms or G2A.COM’s other terms and conditions or policies, b) a third party claims rights on the Physical Product, c) Physical Product is prohibited or restricted under the applicable laws or these Terms and Conditions, d) the listing infringes the copyright, trademark, or intellectual property right of others.

PAYMENT AND PRICE FOR THE GOODS

5.30.  The prices of Physical Products displayed at the Site include the statutory Value Added Tax as applicable but do not include delivery charges, import fees and payment processing fees which will be shown on the checkout page based on the payment option selected by the User.

5.31.  The Seller has the right to amend and change prices of the Physical Products displayed on the Site. This will not impact the price of the Physical Products which have been ordered before such changes.

5.32.  The Physical Product/s are not considered bought or reserved until the payment is completed by the User.

DELIVERY

5.33.  Users should note that all prices on the Site are exclusive of delivery charges which will be added to the price of the Product/s and indicated to you at the checkout process. The cost of any delivery will vary based on the User’s geographic location and selected delivery method.

5.34.  The sale and delivery of Physical Products are only available for Users domiciled in and providing a delivery address in the European Union.

5.35.  Users hereby acknowledge that deliveries from outside of the European Union may be subject to certain duties and taxes, applied by the country of delivery. When requesting delivery from a country outside the European Union, the User, as the importer of record, accepts that he/she will comply with all laws and regulations of the country of delivery. Furthermore, the User accepts that such import duties, taxes, and other customs charges which may be applied according to the customs policies of the country of delivery are not included to the price of the Physical Products and will be borne by the User unless otherwise agreed between the User and the Seller. G2A.COM or Seller shall not be held responsible for the acts or omissions (including but not limited to inspection, confiscation or delays in delivery) of the governmental or other public authorities according to the custom requirements and regulations. The User is encouraged to contact the local customs authority for more information on the relevant rules and the taxes/duties which may be applied.

5.36.  The standard time of preparing an order and submitting the same for dispatch is provided by the Seller. In the unlikely event that the dispatch time exceeds 30 days, the User may cancel the relevant order in writing or in electronic form using the e-mail indicated by the Seller. In such case, the Seller shall reimburse to the User all the payments made, including costs of delivery.

5.37.  Before the User places an order, the User will be informed of the expected delivery details by the Seller. The delivery times differ based on the respective locations of the Seller and the Buyer as well as the delivery method selected. The User shall contact the Seller or the courier regarding any problems or queries concerning the delivery of the Physical Products.

WITHDRAWAL FROM THE SALES CONTRACT

5.38.  User may withdraw from the Sales Contract within 14 (fourteen) days without any justification. The term for the withdrawal expires within 14 days from the day the User or any third party indicated by the User (other than the carrier) received the Physical Product/s.

5.39.  To execute the above mentioned right, the User should inform the Seller of his/her withdrawal by sending an unambiguous declaration: e.g. in a form of a written declaration to the address given by the Seller: or in an electronic form to the Seller’s e-mail address.

5.40.  In the case of withdrawal from the Sales contract, the Seller will reimburse the User without undue delay, not later than 14 days from the day the Seller was informed of the User’s decision of withdrawal. The price of the Physical Product(s) bought, including costs of delivery (with the exception of additional costs resulting from the method of delivery chosen by the User shall be reimbursed to the Buyer by the Seller. Reimbursement of the User’s payment will be performed using the same method of payment as used by him/her for the purchase of the Physical Product/s.In any case the User will not incur any additional charges in relation to such reimbursement. Seller reserves the right to suspend reimbursement of payment until Seller received back the Physical Product/s.

5.41.  The User bears responsibility for decrease of value of the Physical Product/s being result of use of the Physical Product/s exceeding use that is necessary to assess the character, features and functionality of the Physical Product/s.

5.42.  In case of withdrawal from the Sales Contract, the User should send back or deliver the Physical Product/s to the address given in a Sales Contract description. In any case the Physical Product/s should be sent back without undue delay, not later than within 14 days from the day the User informed the Seller of withdrawal from the Sales Contract. The deadline shall be considered met only if the Physical Product/s were sent before the indicated 14 days.

5.43.  The Physical Product/s which are being sent back to the Seller should be properly packed in a manner preventing any damages during their transport, if possible packed in original packaging.

5.44.  The User bears the direct costs of the return of the Product/s being consequence of the withdrawal from the Sales Contract, i.e. costs of packing and costs of sending back of the Physical Product/s.

5.45.  User agrees that Custom Physical Products on the Site are Custom Physical Products that fall under Article 16 (c) of European Union Directive 2011/83/EU (“The Directive”) and as such are exempt from Article 9 of The Directive. Thus, any such Custom Physical Products are subject to final sale and G2A.COM or the Seller cannot accept returns on such Custom Physical Products.

COMPLAINTS AND DEFECTS OF THE PHYSICAL PRODUCTS

5.46.  Unless otherwise mentioned in the Sale Contract description, the Seller is obliged to deliver to the User Product/s free from defects.

5.47.  If there are defects in the Physical Product/s purchased by the User, the Seller shall abide by all statutory regulations relating to warranty for defects and/or guarantee. If the User has a complaint regarding obvious material or manufacturing faults in the Physical Product/s that the Seller has supplied, including damage incurred in transit, the User should contact the Seller and return the Physical Product/s to the Seller without delay.

Complaints should be provided at support@g2a.com or register mail at the Hong Kong, 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay. Complaint should include: description of defects, data of defects, User request. The User may require:

 a) Price reduction or withdrawal from the Sale Contract, unless the Seller immediately and without undue inconvenience to the User replaces the defective Product with a non-defective Product or removes such defect. The User may not withdraw from the contract if the defect is insignificant;

 b) Replacement of the defective product with a product free from defects or rectify the defect. The seller is obliged to replace the defective product as free from defects or rectify the defect within a reasonable time without undue inconvenience to the consumer.

5.48.  The Seller should process the User’s complaint within 14 days from the day he/she received the Physical Product/s returned by the User. User should be informed of the actions the Seller have taken.

5.49.  If the complaint was resolved in accordance with the User’s claim, the Seller will bear the costs of exchange or repair of the Physical Product/s.

5.50.  Provisions of statutory regulations relating to warranty for defects are excluded in cases when the User is not a consumer under the applicable laws.

THE SELLER’S LIABILITY

5.51.  Nothing in these Terms and Conditions shall exclude or limit the Seller’s liability with regard to any matter for which it would be unlawful to limit under the applicable laws or exclude the Seller’s liability.

5.52.  The Seller accepts liability for death or personal injury caused by its negligence or that of its employees and agents. The Seller should not seek to exclude liability for fraudulent misrepresentation by the Seller or his/her employees or agents.

5.53.   In the event that the Buyer requests and invoice by ticking the “I would like to receive an invoice” box at the checkout page, the Seller will be solely liable to issue invoices and deliver them to the Seller, together with the Physical Goods.

**6.  Obligations of G2A.COM**

6.1.  Under the condition of meeting the requirements specified in these Terms and Conditions by the Seller and the Selling User, G2A.COM shall provide every Selling User and Seller with the opportunity to sell the product on the Site.

6.2.  Unless otherwise provided by G2A.COM, the Seller and the Selling User may only sell on the Site products in the digital form, i.e. such products which may be downloaded by the Users to their workstations’ hard drive. Such products are not stored on material media carriers.

6.3.  The Seller or the Selling User determines the price of products which he/she intends to sell on the Site. Subject to point 2.1 above, G2A.COM collects its commission or other possible fees (if such are due) from the amount of such price. The Users and the Sellers acknowledge and accept the fact that G2A.COM may, as part of Additional Provisions mentioned in 1.6 above, set with a given Selling User or Seller commissions and fees being other from those defined in these Terms and Conditions including possible attachments.

6.4.  By enabling the product by the Seller or the Selling User on the Site he or she authorizes G2A.COM to present the product on the Site as an invitation to enter into agreement by Users willing to purchase the product at a price determined by this Seller or Selling User. As such it does not constitute a sales offer within the meaning of the civil law. Provided that no User (or other Seller) has expressed the will to enter into agreement of buying the product, the Seller or the Selling User may change the product’s price. In case of the price change, provisions defined in 6.3 above are directly applied. The Seller and the Selling User acknowledge and accept that the product prices and descriptions are made public and are available for all Users of the Site.

6.5.  If the User (or the Seller making a purchase) expresses the will to buy a product, he/she acknowledges that the Seller or the Selling User may be entitled to withdraw from concluding a contract of selling the product according to delivery and payment authorization preferences chosen by the Seller/Selling User.

6.6.  Moreover, the Parties mutually agree that their due payments made by the Users (or Sellers if they have purchased goods from other Sellers) may be paid by these Users (or Sellers) by means of a chosen payment channel (e.g. PayPal, Skrill, DotPay, PaySafeCard, MoneyBookers) or outside the G2A Ecosystem. For the avoidance of doubt, the Users are not obliged to make the payments solely via methods offered on the Sites; provided however, the Users shall be responsible for ensuring that the payment has been duly and securely made, documented and all information has been communicated with the Seller or Selling User. From the funds collected on its account, G2A.COM deducts its due commissions and fees indicated in these Terms and Conditions from the Seller and the Selling User, by making deductions from the funds, whereas the remaining part shall be transferred to the Seller’s or the Selling User’s bank account.

6.7.  The commission paid by the Seller or the Selling User to G2A.COM is non-returnable, in particular in a situation when the payment, which shall be settled in relation to these Terms and Conditions, made by the User (or other Seller) for products or services purchased from the Seller or the Selling User, would have to be returned by the Seller or the Selling User to the User (or other Seller) (e.g. as a result of the User’s complaint caused by faults of the products or services provided by the Seller or the Selling User). Due to the commission being non-returnable, the Seller and the Selling User are not entitled to claim any compensation from G2A.COM and G2A.COM may retain the sums of back commissions, contractual penalties and compensations costs which the Seller or the Selling User shall cover.

6.8.  Notwithstanding provisions stipulated in point 6.7 above, G2A.COM enables Users and Sellers with resolution mechanisms – via Help Desk functionality available on the Site – in order to clarify the reasons for demanding refund by the User. Depending on the conclusions of such resolution, the funds shall be returned by the Seller or the Selling User (including transfer of the funds from the G2A.COM’s bank account to the User, instead of the Seller’s or the Selling User’s bank account) or shall not be returned to the User, who may vindicate his claims against the Seller or the Selling User at court or in any other way.

6.9.  Notwithstanding the above, G2A.COM is not entitled to dispose of and manage the funds transferred by the Users/Sellers in relation to purchases of products or services from the Seller or the Selling User.

6.10.  The Seller and/or the Selling User give G2A.COM their consent to prepare descriptions of products put on sale on the Site – basing on the information provided by the Seller or the Selling User. The Seller and the Selling User are obliged to provide reliable and complete information needed to prepare the product descriptions, in compliance with real product features such as quality, producer or brand. G2A.COM is obliged to prepare reliable product descriptions, corresponding to the product’s content. The product descriptions are available for every product under the tab „product details”. However, G2A.COM assumes no responsibility for the compliance of the product description with its content, in a situation when the Seller or the Selling User misinforms G2A.COM regarding the product, its access to a given gaming platform, etc.  The Seller and the Selling User hereby entitle G2A.COM to use the information defined here and provided by them free of charge, to prepare descriptions of products being sold, including modifications, alterations, translation of this content into other languages, etc.

6.11.  G2A.COM shall provide the Users and the Sellers with technical support in case of encountering problems with the functionality of the Site or Account.

6.12.   In case of a purchase transaction, in connection to which the payment is performed by Users by means of a credit card, an affiliate party G2A.COM Sp.z o.o. accepts and assumes (together with the Seller) responsibility against the User. G2A.COM Sp.z o.o. assumes responsibility against User in terms of order compliance, correct functioning of the payment and any potential legal faults, customer support functions are performed by G2A PL. G2A.COM Sp.z o.o. responsibility concerns solely these products, for which the User pays by means of a credit card. The responsibility described here does not constitute taking over the Seller’s responsibility by G2A.COM Sp.z o.o. It only concerns participation in this responsibility in the scope mentioned above; which means in particular that the Seller still assumes the responsibility against the User. Participation in the responsibility does not mean that G2A.COM Sp.z o.o. becomes the owner or co-owner of the product sold by the Seller – the Seller remains the exclusive owner and the supplier of the product being sold.

6.13   Every User who purchased access to the security membership program for buyers named G2A Shield is entitled to receive the replacement product in case the purchased product was faulty or different from the description (the purchase option of the G2A Shield is no longer available on the Site, however, the G2A Shield remains active solely for Users who bought it already in the past). If such a replacement cannot be granted the User who bought the G2A Shield shall receive a full refund for the said purchase. The User will also receive exclusive access to G2A Price Match. The User is entitled to use the benefits under G2A Shield only in the period when G2A Shield is active.

G2A Shield does not transfer responsibility for any product from the Seller or from the Selling User to G2A.COM – it is an additional service that gives G2A Shield Users additional protection independently from the responsibility of the Seller/Selling User for the product and ultimate responsibility for the product always lies with the Seller/Selling User. G2A Shield does not transfer responsibility for any product from the Seller or from the Selling User to G2A.COM.

6.14.  The G2A Shield is free of charge for one month from the purchase (“initial term”) and shall last for undefined period of time unless earlier terminated by User. After the initial term is lapsed the User shall pay to G2A.COM the monthly subscription fee as presented on the Site during purchasing process. If the User does not want to continue the G2A Shield membership he/she can unselect the G2A Shield in his/hers account panel at any time. The aforesaid remuneration for the G2A Shield will be automatically deducted from Users credit card or G2A Balance or any other available funds and the User hereby accepts making such payment pursuant to these terms.

6.15.  The User that elects to purchase a G2A Shield, in addition to the standard benefits of G2A Shield shall be entitled to the following benefits, subject to these Terms and Conditions:

a) reduced conversion fees for G2A Coins;

b) free G2A Coin transfers; and

c) Shield cashback.

The above-mentioned benefits set forth in section 6.15 shall not be granted to an User who has place of residence, headquarter or place of habitual residence in European Economic Area or Hong Kong.

6.16.  G2A.COM is entitled to make the refund in any currency at its own discretion. G2A.COM reserves the right to refuse to issue a replacement or refund if in G2A.COM’s sole discretion G2A.COM detects that a User has engaged in fraud, deception or abuse of the G2A Shield.  Moreover, in the event that G2A.COM detects a User has engaged in fraud, deceit or abuse after the issuance of a refund G2A.COM reserves the right to reverse any refund already issued including withdrawal of any funds in said User’s G2A Balance.

6.17.  The time to process User’s refund request depends on the User’s rating and his buying history in G2A.COM ecosystem. The said rating is created by Users. For each transaction, Users can choose to rate each other by leaving a comment. Buyers can leave a positive, negative, or a neutral rating, negative or neutral rating plus a short comment. Sellers/Selling Users can leave a positive rating and a short comment.

**6.18.** **Documentation Services and invoice issuance by the Seller**

a)  For the avoidance of doubt, provisions regarding Documentation Services, including in points a) – g) of this Section 6.18, shall not be applicable for Physical Products.

b)  Performance of the Service may trigger an obligation by the Seller or Selling User to document them with respective bills (referred to hereinafter as “Documentation”). G2A.COM possesses technical resources necessary to issue Documentation in the name and on behalf of the Seller and Selling User, who hereby agrees to outsource to G2A.COM, the task of issuing Documentation concerning its sales made via the Site. Documentation outsourcing to G2A.COM is optional for the Sellers or Selling Users having their place of residence, headquarter or place of habitual residence in the province of Quebec.

c)  The Seller and Selling User agrees to disclose and provide G2A.COM with all information (including but not limited to personal information such as registered address, VAT registration number, full title etc.) necessary for Documentation purposes. The Seller and Selling User agree that the aforementioned information will be presented on the Documentation made available to Users making purchases from the Seller or Selling User and this information will be presented on the Site.

d)  G2A.COM will, when appropriate, issue Documentation (“Documentation Service”) in the name and on behalf of the Seller or Selling User. Such Documentation will be issued and delivered to Users in a digital form using G2A.COM’s platform. Copies of Documentation will be made available to the Seller or Selling User by electronic means. G2A.COM shall exercise due care when performing the Documentation Service, however, G2A.COM does not and will not guarantee Territory-wide compliance with all laws and regulations concerning the Documentation Service. As such, it is the Seller or Selling User’s sole responsibility to ensure that any and all Documentation complies with all applicable laws.

e)  The Seller and Selling User agree that G2A.COM provides Seller and Selling User with the Documentation Service “as is” and G2A.COM makes no representations or warranties whatsoever, express or implied, whether oral or written, with respect to the Documentation Service, including but not limited to any implied warranties of accuracy or compliance.

f)  The Seller and Selling User hereby agree to defend, indemnify and hold harmless G2A.COM, its related companies, and its and their directors, officers, employees, agents and licensees, from and against any claims, allegations, suits, losses, damages, liabilities, costs, settlements and expenses (including reasonable attorneys’ fees) arising from or related to any third party claim, suit or proceeding resulting from an act or failure to act on the part of the Seller or Selling User or any of their officers or employees, that may occur during or which may arise out of the performance of the Documentation Services. This defense and indemnification obligation set forth in this section will survive termination of these Terms and Conditions.

g)  In addition to any limitation stated elsewhere in these Terms and Conditions, the Seller’s or Selling User’s sole remedies for any error, defect or failure in the Documentation Service is the correction of the defect or error.

h)  The User is entitled to request the Seller to issue and deliver an invoice relating to the purchase by the User of products or Physical Products via the Site. Pursuant to the applicable law, the Seller is obligated to issue and deliver the requested invoice as soon as possible, however, no longer than the applicable law provides.

i)  The Seller agrees and acknowledges that he/she is obligated to issue and deliver an invoice to the User due to the sale of digital products and/or Physical Products via the Site in accordance with applicable law. The said invoice may be delivered by the Seller to the User as a result of uploading it on the Site. The uploaded invoice shall be available to download by the User within 31 (thirty one) days from its upload on G2A.COM servers. If the User does not receipt the invoice with aforesaid period, the invoice shall not be longer available for the User. However, the User is entitled to provide the Seller an invoice request again.

j)  If the invoice uploaded on the Site by the Seller regarding the sale of the products or Physical Products is covered by intellectual property rights (like image or trademark), the Seller grants G2A.COM a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to store, host, use, distribute, modify, copy, publicly perform or display, translate, and create derivative works for that invoice.

k)  The Seller acknowledges, agrees and confirms that he/she is aware that G2A.COM shall not be responsible for issuance and delivery of the invoice due to the sale of digital products or Physical Products in accordance with applicable law. The Seller hereby agrees to defend, indemnify and hold harmless G2A.COM, its related companies, and its and their directors, officers, employees, agents and licensees, from and against any claims, allegations, suits, losses, damages, liabilities, costs, settlements and expenses (including reasonable attorneys’ fees) arising from or related to any third party claim, suit or proceeding resulting from an act or failure to act on the part of the Seller or any of its officers or employees, that may occur during or which may arise out due to failure or improper performance of the obligation related to issuance and delivery of an invoice to the User. The defense and indemnification obligation set forth in this section will survive termination of these Terms and Conditions.

l)  The Seller is not entitled to demand from G2A.COM any remuneration, fee or compensation due to fulfill his/her obligation related to issuance and delivery of an invoice to the User regarding the sale of products or Digital Products via the Site, nor reduce of the commission charged by G2A.COM. The Seller is aware that issuance and delivery of an invoice to the User due to the sale of products or Digital Products via the Site is the User obligation required by applicable law.

**6.19.** **G2A Price Match**

For the avoidance of doubt, provisions regarding G2A Price Match, including Sections 6.19 and 6.20 of these Terms and Conditions, shall not be applicable for Physical Products.

a)  Each User who has made a purchase covered with G2A Shield (the “Privileged User”) can use the G2A Price Match service (“G2A Price Match”). G2A Price Match does not modify the price set by the Sellers/Selling Users but is an additional service that gives the Privileged User a benefit in G2A Coins in eligible cases.

b)  G2A Price Match entitles the Privileged User to receive a difference between the price paid for the product marked with “Lowest Price” tag (“Lowest Price”) and the price of the same product (including model, version, date of release and the whole content) offered at online shop(s) being authorized sellers of such product or at online shop with daily visitors amount exceeding five thousand (“online shop(s)”) if the Lowest Price is higher than the price offered at online shop(s), provided however that the difference the Privileged User may receive shall not be greater than 10% of the Lowest Price.

c)  The Privileged User can use G2A Price Match within 30 days from the day of purchase. In case of purchase of product(s) offered as a Pre-Order(s) G2A Price Match can be used any time.

d)  G2A Price Match does not cover products offered by online shops within sales promotions or limited offers.

e)  The price which is compared should be a net product price (i.e. without any additional fees and taxes). The price at online shop should be a regular price excluding any discounts the User is granted as the online shop user.

f)  The compared prices shall be always expressed in EUR.

g)  The difference between the Lowest Price and the price at online shop(s) shall be transferred to Users balance within G2A Balance and may only be redeemed for the purchase of products within the Service and may not: be paid out, transferred to User’s bank account, transferred to any other account, resold, redeemed for fiat currency – unless required by law.

h)  User confirms and accepts that terms and conditions regarding G2A Price Match may be changed or amended at any time without notice.

**6.20**.  **Promotional Cashback**

Cashback codes and Shield cashback (collectively “Promotional Cashback”) provide a User with the ability to earn Promotional Cashback in the form of G2A Coins on each eligible purchase, as defined below, of a game-key in digital form. Cashback codes will expire and will not be usable unless they are redeemed within 30 days. User acknowledges that Promotional Cashback is provided for the whole purchase and cannot be divided into separate order of game-keys covered by aforesaid purchase. In case of any refund to the User for one or more game-keys related to a given purchase, the entire amount of Promotional Cashback granted to the User for the purchase in its entirely, shall be lost. To avoid doubt, the User is not entitled to retain any of the Promotional Cashback as per individual game-key within the said purchase that have not been subject of a refund process.

a) Eligible Purchase Requirements for Cashback code G2A Coins

To receive G2A Coins for using a Cashback code, a User must: input the Cashback code prior to completing a purchase; the purchase must be for an eligible game-key in digital form, paid for using User’s G2A Balance; the game-key in digital form must be received by User; User must have a verified phone number; and finally User must elect to receive the Cashback code amount in G2A Coins after satisfying the aforementioned eligibility criteria.

b) Eligible Purchase Requirements for Shield Cashback G2A Coins

To receive G2A Coins pursuant to Shield cashback, a User must: have a valid Shield membership; the purchase must be for an eligible game-key in digital form, paid for using User’s G2A Balance; the game-key in digital form must be received by User; User must have a verified phone number; and finally User must elect to receive the Shield cashback amount in G2A Coins after satisfying the aforementioned eligibility criteria.

All Promotional Cashback G2A Coins are deposited in a User’s G2A Ballance as G2A Coins. Any Coins so deposited are subject to the rules and restrictions governing G2A Coins. These G2A Coins may be utilized by the User during a subsequent purchase on the Site.

Only certain products are eligible for Promotional Cashback and G2A reserves the right in its sole discretion to unilaterally and without notice change Promotional Cashback eligible products. The Promotional Cashback rates and percentages are set by G2A.COM and the actual Promotional Cashback percentage may vary from product to product and is subject to change by G2A.COM . The Promotional Cashback amount is calculated from the base price established by the Seller or Selling User (that is the price exclusive of VAT, GST, sales tax or any other costs or fees that may be levied upon the product).

The maximum Shield Cashback G2A Coin balance that any User may accumulate in any one month period is one thousand (1000) Coins and any Shield Cashback amount over said limit will not accumulate, rollover or carryforward to any subsequent months. G2A.COM will not issue Promotional Cashback for any game-key in digital if the Promotional Cashback amount for that game-key in digital form is not at least 0,1 (one-tenth) of a G2A Coin. The entry by a User of a Cashback code on any purchase also eligible for Shield cashback will result in only the accumulation of the Cashback code amount and not the Shield cashback amount.

Please note that Promotional Cashback is not a rebate nor a discount from the product price as each product price is set by each individual Seller or Selling User but it is a promotional program created and maintained by G2A and not by any Seller or Selling User. G2A.COM reserves the right to take any action it deems appropriate, including the modification or termination of an account suspension and/or termination, of any User or Privileged User who engages in conduct that G2A.COM determines in its sole discretion is abusive, harmful, objectionable of the Promotional Cashback or violates any of the Terms and Conditions, General Terms or the Privacy and Cookies Policy.

Promotional Cashback shall not be available to an User who has place of residence, headquarter or place of habitual residence in European Economic Area or Hong Kong.

**6.21.  G2A Coins and G2A GiftCard**

a)  The User is entitled to purchase G2A Coins and/or G2A GiftCards in order to redeem them on the Site. G2A Coins and/or G2A GiftCards may be used only to top up balance on the Site in order to purchase eligible digital products and/or services available there.

b)  G2A Coins and/or G2A GiftCards will be redeemed as a whole after entering the code from G2A Coins and/or G2A GiftCards on the Site.

c)  Each G2A Coins and/or G2A GiftCards, when making purchases through the Site, may have different value which depends on the currency which have been used to purchase it. It means that G2A Coins and/or G2A GiftCards purchased by means of EUR has not the same value as G2A Coins and/or G2A GiftCards purchased by means of PLN. The value of G2A Coins is always presented on the Site.

d)  G2A Coins and G2A GiftCards cannot be resold, transferred for value, or applied to any other account, except to the extent required by law. G2A.COM may limit the number of G2A Coins and/or G2A GiftCards as an User may purchase within certain periods of time, or implement other restrictions on the receipt or use of G2A Coins and G2A GiftCards.

e)   The balance top up upon Site by means of redemption of the G2A Coins and/or G2A GiftCard, do not confer any rights to demand interest or other charges in respect of its depositing.

f)  An User is not entitled to demand any claims for the reimbursement of a current nominal value of unused on G2A Coins and/or G2A GiftCards from G2A.COM. G2A Coins and/or G2A GiftCards are not redeemable for cash or other cards, is not reloadable or refundable and cannot be resold, exchanged or transferred for value, except as required by law.

g)  G2A.COM has the right to block the redemption or use of G2A Coins and/or G2A GiftCards in the following cases:

* expiration of the G2A Coins and/or G2A GiftCards;
* the occurrence of reasonable objections to revoke G2A Coins and/or G2A GiftCards, in particular G2A Coins and/or G2A GiftCards are used in violation of applicable law;
* G2A Coins and/or G2A GiftCards are obtained from an illegal source or in an illegal manner;
* an User use the G2A Coins and/or G2A GiftCards in violation of Terms and Conditions, or applicable law.

h)  G2A.COM is not responsible if the unredeemed G2A Coins and/or G2A GiftCards are lost, stolen, destroyed or used without the User’s permission.

i)  The redeemed balance on the Site may not be used to purchase other G2A Coins and/or G2A GiftCards.

j)  G2A.COM is entitled to establish redemption limitation related to due to AML/CTF policy and/or applied law.

k)  G2A Coins and G2A GiftCard may not be redeemed by the User who has place of residence, headquarter or place of habitual residence in European Economic Area and Hong Kong.

**6.22.  G2A API**

a) The goods and/or services listed on the Site may be sold on the Seller’s external online store where the G2A API was implemented. The G2A API is an application allows the Seller to integrate the external online store with the Site under which the goods and/or services listed on the Site may be sold on said external online store.

b)  In order to implement the G2A API by the Seller on external online store, the Seller is obligated to complete the entire AML/CFT process and provide G2A.COM with the store URL address. During the verification procedure G2A.COM is entitled to ask the Seller for personal and/or register data, including but not limited to name, surname, nationality, address, the company name and registered office, the form of activity, valid email address, data of a contact person, phone number, VAT identification number, and ultimate beneficial owner, etc. The Seller is obligated to offer goods and/or services via the G2A API solely through a website to which the aforesaid URL address was provided to G2A.COM.

c)  The transaction between the Seller who implemented the G2A API and the external buyer is done when G2A.COM receives confirmation from the bank or payment institution’s internal system that funds for sold good and/or service are duly processed and/or the cd-key related to sold good and/or service was downloaded or displayed by the Seller or external buyer.

d)  Each time once the external buyer purchase a good and/or service with use of the G2A API on the Seller’s external online store, then the Seller’s G2A Balance is to be immediately charged by the price and other fee which shall be paid for the sold good and/or service on the Site. The Seller  who implemented the G2A API on the external online store is required to maintain appropriate and adequate funds level on G2A Balance to meet all external buyers demands for a good and/or service offered on the Site and to pay G2A.COM all and any price and fee. In the event of insufficient funds on the Seller’s G2A Balance, the sale transaction of goods and/or services offered on the Site may be suspended or canceled by G2A.COM. For the avoidance of doubt, G2A.COM is not responsible for collection of any price or fee from external buyer who purchased a good and/or service via external online store where the G2A API was implemented – this obligation is on the Seller’s side.

e)  The Seller who implemented the G2A API on the external online store and external buyer who purchased a good and/or service on the external online store where the G2A API was implemented are not entitled to receive cashback or G2A Loot Points.

f)  Each Seller who implemented G2A API on the external online store is entitled to have only limited number of transaction requests per day as may be executed with use of G2A API and as are defined accordingly in the following links: https://www.g2a.com/integration-api/documentation/import and https://www.g2a.com/integration-api/documentation/export. If there is a need to increase the said transaction requests number, the Seller shall to contact with G2A.COM in this regards.

g)  Each Seller is entitled to have only one account with G2A API, unless G2A.COM decides otherwise.

h) The G2A API may also be implemented with the third party application which allows to list and sell goods and/or services on the Site directly form the third party application panel. Without prejudice to other sections set forth in this point 6.22, sections a) – g) above shall not be applied to G2A API implemented in the third party application which allows to list and sell goods and/or services on the Site.

i) Each Seller who uses third party application where G2A API was be implemented acknowledges that he acts as the administrator of personal data of the User within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“GDPR”) Under this obligation, the Seller authorizes G2A.COM to share personal data of the User to third party applications where G2A API was implemented on the terms and conditions described below:

* The Seller is the data controller of a buyer personal data, and the G2A.COM is the data processor within the meaning of GDPR. The Seller declares that the Buyer’s personal data entrusted to G2A.COM are being processed by it in accordance with the law.
* G2A.COM will process the Buyer’s personal data exclusively on behalf of the Seller under these Terms and Conditions, and in accordance with the Buyer’s personal data protection regulations for the purposes and for the time required to perform the these Terms and Conditions. G2A.COM will allow only appropriately authorised persons to process Buyer’s personal data. G2A.COM will ensure the highest confidentiality for Buyer’s personal data, including ensuring that all persons authorised to process Buyer’s personal data maintain confidentiality. G2A.COM will use appropriate technical and organisational measures to ensure the security of entrusted Buyer’s personal data, taking into account the scope of application and methods of protection referred to in Article 32 of GDPR. G2A.COM must, in particular, secure Buyer’s personal data against disclosure to unauthorised parties, and their removal, loss, damage or destruction.
* The Seller has the right to inspect whether G2A.COM is securing and processing Buyer’s personal data using organisational and technical measures that ensure the compliance of the Buyer’s personal data processing with Buyer’s personal data protection regulations, in particular GDPR. The Seller’s inspection may include, in particular, the systems and procedures that the G2A.COM has adopted. The Seller’s inspections may not take place more frequently than every year. The inspections may be carried out by the Seller or by an auditor authorised by it. For each inspection, the Seller notifies the G2A.COM in advance, albeit with not less than 10 days’ notice of the intention to carry out an inspection. The Seller will exercise the right of inspection during the G2A.COM’s working hours in a way that does not impede the G2A.COM’s work.
* G2A.COM will cooperate, including replying fully and promptly to questions from the supervisory authority, in the extent in which the questions addressed to the Seller may relate to Buyer’s personal data entrusted the G2A.COM by the Seller. G2A.COM will promptly inform the Seller about any breaches of data protection, not later than within 72 hours from identifying such breach, or gaining suspicion of such breach. G2A.COM will assist the Seller in complying with the obligation to report a breach to the supervisory authority and notify the data subject about the breach, in particular by providing the Seller with detailed information regarding the breach or suspected breach and through close cooperation with the Seller.
* G2A.COM is responsible for non-performance or improper performance of hereby this point i) up to the amount of 1000 Euro.
* G2A.COM will assist the Seller as far as possible to comply with the obligation to respond to requests from a Buyer’s personal data  in the exercise of that person’s rights set out in the provisions of Section III of GDPR and all other obligations of the Seller set out in GDPR. If a request is received from any Buyer, whose Buyer’s personal data is being processed G2A.COM will promptly forward such request to the Seller.
* G2A.COM will not transfer to any Buyer, whose Buyer’s personal data is being processed any information, without the prior written consent of the Seller and after agreeing the content of such information with the Seller.
* G2A.COM will not use the services of another G2A.COM without the prior detailed consent of the Seller expressed in writing, including in electronic form, although the processing of the Buyer’s personal data must remain within the limits, purposes and scope of the data processing.
* Consent for G2A.COM to use the services of another G2A.COM may be granted, only if the same data protection obligations that are set out in these Terms and Conditions are imposed on this other G2A.COM. Nevertheless, in any case, G2A.COM will retain full responsibility towards the Seller for the fulfilment of obligations by such other data processor.
* Buyer’s personal data will be processed only in EEA countries. The transfer of Buyer’s personal data outside the EEA is allowed only with the prior consent of the Seller expressed in writing, including in electronic form. If the Seller consents to a transfer of Buyer’s personal data outside EEA countries or to an international organisation, the transfer will take place in accordance with the specifications of Section V of GDPR.
* The Terms and Conditions regarding the point i) may be terminated by G2A.COM with two weeks’ notice in writing.
* The transferred Buyer’s personal data will be subject to the following processing - disclosure by transmission, dissemination or otherwise making available to any entity each time indicated by the Seller. Categories of Buyer’s personal data as will be processed under this section i) of these Terms and Conditions are as follows: (i) Buyer as a  physical person - first name and surname, place of residence (correspondence address), email address, phone number (ii) Buyer as a legal entity, persons operating as sole traders - company name / full name, company ID, also trading name in the case of persons operating as sole traders: VAT/ tax number, adress, post code/ ZIP, city, country.

j)  The Seller are obligated to promptly restrict access to a good and/or service obtained or provided via the G2A API, if it is required by applicable laws and/or regulations.

k)  G2A.COM declares the G2A API is the constantly evolving product and it causes that G2A.COM is entitled to provide updates to the G2A API from time to time to Seller. Each Seller who use the G2A API is obligated to instantly applied any updates released by G2A.COM, despite of that it may bring backward incompatible changes. For the avoidance of doubt, G2A.COM shall not at any time be obliged to provide any modifications to the G2A API, including without limitation any updates, upgrades and/or any new version of the G2A API.

l)  The Seller who use the G2A API are aware that G2A.COM hereby expressly declines all warranties, including but not limited to any good or service description, warranty of condition, quality, durability, functioning, reliability, merchantability 2or suitability for any specific purpose of the good and/or service sold by the Seller - G2A.COM makes no warranty regarding any good and/or service that are purchased or obtained through the G2A API.

m)  Any complaints regarding the G2A API should be reported by the Seller on the G2A.COM’s Support Center.

n)  G2A.COM grants the Seller and a third party provider who implement the G2A API in the application a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the G2A API in the manner permitted by and subject always to these Terms and Conditions, without the right to modification of the G2A API.

o)  The Seller and a third party provider who implement the G2A API in the application shall not:

* sell, resell, assign, sublicense, distribute, transmit, publicly display, rent, lease, lend, export, offer on a “pay-per-use” basis or publish the G2A API or any part thereof in any form by any means to any third party, for monetary benefit or any other consideration;• interfere with or disrupt the G2A API or the servers or networks providing the G2A API or any part thereof;
* reverse engineer or extract, or attempt to reverse engineer or extract, the source code from any G2A API;
* change, modify, add, or remove portions of the G2A API source code;
* provide access to the G2A API in any unauthorized way;
* make any action which may compromising or destabilizing the G2A API;
* transmitting any code which may cause damage of the G2A API or any data;
* use the G2A API in a manner which: (i) contravenes any applicable laws and regulations; or (ii) promotes or facilitates any form of material or activity which G2A.COM deems objectionable or would subject itself to reputational risk, including, without limitation, gambling, obscenity, pornography, prostitution, drugs, crime, cruelty, violence and any other materials or activities; (iii) delete or alter any trade names, trademarks, logos, domain names and/or other attribution to G2A.COM’s brand, which are provided due to the use of the G2A API.

Any breach of the aforesaid requirements or restrictions shall result in immediate and automatic termination of all rights and license granted hereunder.

p)  The Seller who implement the G2A API on the external online store and a third party provider who implement the G2A API in the application must (i) obey all applicable laws and regulations related to its business operation; (ii) not impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity; (iii) not send, distribute or upload, in any way, data or materials that contain viruses, malicious code or harmful components that may impair or damage the operation of another’s computer or equipment via G2A API; and (iv) not post, promote or transmit any unlawful, harassing, libelous, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature via G2A API.

q)  The Seller who implement the G2A API on the external online store and a third party provider who implement the G2A API in the application may not:

* use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site, or in any way reproduce or circumvent the navigational structure or presentation of the Site, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site;
* upload, post, host, or transmit unsolicited e-mail, SMS, or spam messages;
* transmit any worms or viruses or any code of a destructive nature.If the Seller who implement the G2A API on the external online store and/or a third party provider who implement the G2A API in the application become aware of any issues with the G2A API that result in the improper functioning of the G2A API, he/she is bound to inform G2A.COM instantly in this regards. If no such notice is provided, the G2A API cannot be held responsible for the due consequences.

r)  G2A.COM shall not be liable for any errors or delays in the G2A API, or third party application uses the G2A API, the external online Seller store or for any actions taken in reliance thereon. The Seller and a third party provider who implement the G2A API in the application understand and agree to use the G2A API his/her own discretion and risk and that he/she will be solely responsible for any damages that arise from use of the G2A API. G2A.COM will use commercially reasonable efforts to make the G2A API services available with a yearly uptime percentage of at least 95% during any yearly cycle. In the event of occurrence any critical issue in the G2A API, G2A.COM will endeavor to remove a bug or provide a bug workaround (workaround does not mean a bug fixation, but allows to use key functionalities of the G2A API) within 1 (one) week hereof.

s)  The G2A API is provided “as is” and “as available”. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESS OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS OR OTHER MALICIOUS, DESTRUCTIVE OR CORRUPTING CODE, AGENT, PROGRAM OR MACROS, IS GIVEN IN CONJUNCTION WITH THE G2A API, OR ANY INFORMATION AND MATERIALS PROVIDED THROUGH THE G2A API. Without prejudice to the generality of the foregoing, G2A.COM does not warrant: (i) the accuracy, timeliness, adequacy or completeness of the G2A API; (ii) that the use of and/or access to G2A API will be uninterrupted, secure or free from errors or omissions or that any identified defect will be corrected; (iii) that the G2A API will meet your requirements or are free from any virus or other malicious, destructive or corrupting code, agent, program or macros; and (iv) that use of the G2A API will not infringe rights of third parties.

t)  G2A.COM shall in no event nor for any reason whatsoever be liable, even if G2A.COM has been advised of the possibility of such damages, losses or expenses, for any damages, loss or expense, including direct, indirect, special, or consequential damage, or economic loss, arising from or in connection with (i) any access, use or the inability to access or use the G2A API; (ii) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; (iii) any use of or access to any other website or webpage linked to the G2A API or provided through the G2A API; (iv) any services, products, information, data, software or other material made available, obtained or downloaded from the G2A API or from any other website or webpage linked to the G2A API or from any other party referred by the G2A API, or through the use of the G2A API, or (v) your use or misuse of the G2A API. In no event shall G2A.COM be liable to the User, or any other party for: (i) amounts due from other users of the G2A API in connection with the purchase of any products/services; (ii) damages arising in connection with the use of the G2A API, by the User or other third party; and/or (iii) sales, customs and/or import or export taxes.

u)  The Seller who implement the G2A API on the external online store and a third party provider who implement the G2A API agree to indemnify and hold G2A.COM and its related organizations, and any of their officers, directors, agents, employees and licensors harmless from and against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including legal fees) arising out of or relating to  use of the G2A API. The Seller who implement the G2A API on the external online store and a third party provider who implement the G2A API will cooperate fully in the defense of any allegation or third-party legal proceeding. G2A.COM reserves the right to assume the exclusive control and defense of any indemnified matter under this clause 6.22. Notwithstanding the foregoing, the total liability of G2A.COM against the Seller who implement the G2A API on the external online store and a third party provider who implement the G2A API is limited to the amount of EUR 500. The foregoing sentence does not waive the need to prove and document the respective damage alleged to be sustained Seller who implement the G2A API on the external online store and a third party provider who implement the G2A API. All claims arising from the use of the G2A API have to be raised within fourteen (14) days after the date on which a problem occurs.

v)  Each Party, in its sole discretion, may terminate the agreement related to use the G2A API with 30 (thirty) calendar days’ notice period. G2A.COM is entitled, at its own discretion, to restrict, suspense or terminate G2A API without termination period if G2A.COM: (i) is subject to a legal or regulatory obligation which requires it to restrict, suspense or terminate the provision of the whole of its Services to a given Sellers in a manner which does not allow it to respect that notice period; (ii) exercises a right of termination under an imperative reason pursuant to national law; (iii) can demonstrate that the Sellers concerned has repeatedly infringed the applicable Terms and Conditions, resulting in the termination of the provision of the whole of the ServicesUpon termination of the agreement related to use the G2A API for any reason whatsoever, all rights and/or licenses granted under these Terms and Conditions shall immediately cease and terminate and the Seller who implement the G2A API on the external online store and a third party provider who implement the G2A API shall forthwith cease the access and use of the G2A API in any way whatsoever. Termination of the agreement related to use the G2A API for any reason: (i) shall not affect the Sellers’s obligation to make full payment of any fees payable if such fee has not already been paid; and (ii) shall not bring to an end the Sellers’s obligations or G2A.COM’s rights under any provisions of these Terms and Conditions which are meant to survive the termination.

w)  Using G2A.COM’s brand to be visible on the Seller's external online store such as e.g. "Powered by G2A" label should be obligatorily consulted with account manager (if designated to the given User) or requested through tickets@g2a.com.

**6.23.   Money Back Guarantee**

a)  Seller or Selling User is entitled to cover his product(s) under the Money Back Guarantee program. The Money Back Guarantee program guarantees the User buying on the Site Seller’s or Selling User’s product covered by Money Back Guarantee program that in case the product is faulty the Seller or Selling User shall refund the full amount to the User. Faulty product means a cd-key purchased by the User from the Seller or the Selling User which is incorrect, used, or revoked, but not because of the User’s fault. Note: Business Verified Users are not able to apply under Money Back Guarantee program.

IN CASE THE SELLER OR SELLING USER CHOOSES NOT TO COVER HIS OR HER PRODUCTS UNDER THE MONEY BACK GUARANTEE PROGRAM HE OR SHE SHOULD NOTIFY SUCH DECISION VIA THE DEDICATED CUSTOMERS SUPPORT.

b)  Money Back Guarantee shall not be applied to any Physical Product, undelivered product, G2A Giftcard, G2A Coin, official Microsoft software, e-learning courses, product sold by the sole proprietors of the product (e.g. official developer) and any product which was granted for or purchased under G2A Loot.

c) User who has purchased the faulty product covered by the Money Back Guarantee program should directly contact the Seller or Selling User via the conversation module with the description of the issue and the request of refund. In case User does not receive the response from the Seller or Selling User, or the Seller or the Selling rejects the User’s claims and agreement is executed regarding the refund between them, the User can file a complaint via the Claim form as stipulated in point d) of this section 6.23.

d)  To receive a refund under Money Back Guarantee program, the User shall provide the necessary information:

* a claim concerning the product sold by the Seller or the Selling User covered by the Money Back Guarantee program on the Site where he/she is obligated to include User’s data, order information and description of fault product („Claim”); the Claim shall be submitted under the Claim form available on the Site, and the information provided therein shall be true, reliable and complete; and
* a document confirming (1) the submission of notification to or (2) beginning of investigation by competent government authority (determined by the country where purchase has been made) regarding the Claimed product detrimental to the User; at G2A.COM’s sole discretion, the User may be bound to provide G2A.COM with an official decision related to initiation by the government authority an investigation or legal procedure along with a case reference number assigned by the government authority; the relevant confirmation shall be delivered, at G2A.COM absolute discretion, in an original hard copy sent to the address set forth in provision 6.23 m) herein, or as a scan and attached to the Claim form.

e)  The User may submit the Claim:

* no earlier than 7 days after notification, if no response is received from the Seller or Selling User for the product purchased with the Money Back Guarantee program, and/or
* no earlier than 7 days after rejection of the claims in the conversation module by the Seller or Selling User related to the faulty product covered by the Money Back Guarantee program, and
* no later than 365 days after the User purchased the faulty product and paid full price for it.

f)  The User is obligated to provide all necessary and requested information in the Claim form and supporting documents regarding the Claim within 40 days from the date of a Claim form was submitted by the User. Once the said term expires the User is not entitled to receive the refund under Money Back Guarantee program.

g)  The User shall not be entitled to receive a refund under Money Back Guarantee program, and the granted refund shall be reimbursed by the User, in the event of:

* the User did not contact the Seller or Selling User prior submitting a Claim under Money Back Guarantee program;
* the User violated any of provisions of these Terms and Conditions;
* the User received alternative refund or compensation related to a faulty product from the Seller, Selling User and/or any third party, including Intermediate Body;
* the User opened a refund claim procedure on any resolution center offered by any of an Intermediate Body.

h)  To assure the quality of service and to prevent from abusing of Money Back Guarantee program, G2A.COM reserves the right at any time to:

* verify the validity of all Claims received and all Users;
* demand to provide additional information from the User;
* disqualify any Claim submitted in violation of these Terms and Conditions.

i)  The refund shall be processed by the Seller or Selling User within 5 working days from the date of receipt of all requested information, including requested documents.

j)  The User is entitled to receive a refund under Money Back Guarantee program no more than 3 times in each calendar year, however, the aggregate amount of all refunds shall not exceed EUR 2,500.00 (two thousand five hundred euros) in each calendar year.

k)  Under Money Back Guarantee program, the refund shall not cover any additional costs related or unrelated to the purchase of faulty product covered by the Money Back Guarantee program on the Site, including costs of mail shipment and/or costs of file a report to the authorities.

l)  If the faulty product was purchased under the Money Back Guarantee program at a promotional price, the User will receive a refund at that same promotional price. In case the faulty product was purchased on a multi buy offer, the User may receive a refund solely for faulty product.

n)  The refund of amount under Money Back Guarantee program shall be paid via the same payment method as the User chose while purchasing of faulty product. In the event of payment the refund via the aforementioned payment method is unavailable for any reasons, the refund under Money Back Guarantee shall be paid to the User on his/her G2A Balance (if available).

m)  All inquiries relating to Money Back Guarantee shall be addressed to GLOBAL R&D sp. z o.o with its registered office in Warsaw, Poland, address: Emili Plater street no. 53, 00-113 Warsaw, Poland.

o)  Without prejudice to article 6.23 b), Money Back Guarantee program shall apply to all products covered by the Money Back Guarantee program by the Seller or Selling user purchased after January 01, 2019.

p) The User transfers to G2A.COM, and G2A.COM acquires from the User all rights to claims, including all rights related or resulting thereto, which the User is entitled towards the Seller or Selling User as a result of purchase on the Site of the faulty product from that Seller or Selling User by the User up to the amount of said faulty product price increased by shipping and payments costs. The all claims set forth in previous sentence shall be acquired by G2A.COM at the moment of G2A.COM reimburses to the User full or a partial refund of a price due to purchasing faulty product on the Site by the User from Seller or Selling User. The User acknowledges and confirms that aforesaid rights to claims at the date of their transfer to G2A.COM shall be free of all or any encumbrances and the transfer of them to G2A.COM shall not be excluded or limited in any way.

q) Each Seller or Selling User which participates in the Money Back Guarantee program authorizes G2A.COM to provide administration services related to the Money Back Guarantee, including they authorizes G2A.COM to handling entire User’s claims. G2A.COM undertakes this activity free of charge for the Seller or Selling User.

**6.25. G2A Marketplace Rating System**

a) G2A.COM makes available the G2A Marketplace Rating System under which the User has the right to provide the Seller or Selling User with a feedback related to a product purchased on the Site. Under this service, G2A.COM offers the dispute platform where the parties may resolve their problems concerning the transaction executed on the Site.

b) After 30 (thirty) days of purchase of a product on the Site, the User is entitled to give the Seller or Selling User a positive or negative rating related to foregoing transaction.

c) If the Seller or Selling User received the negative rating from the User, he is entitled to:

* start dispute with the User via the conversation module; under foregoing dispute, the Seller or Selling User is entitled to demand from the User to (i) provide him with clarification of the negative rating and/or (ii) request to its change; the change of negative rating is proceeded on the User discretion; G2A.COM does not interfere in dispute conducted between the User and Seller or Selling User;
* provide G2A.COM with information concerning the rating abuse incident made by the User, provided, however, that the Seller or Selling User had contacted with the User in order to resolve the dispute, and it has not been resolved properly.

d) The negative rating granted by the User to the Seller or Selling User may be one-time changed by the User, if the Seller or Selling User resolves the User’s problem with the purchased product in one of the following way:

* provide the User with a full refund for sold product; or
* provide the User with the same replaced product.

e) If the User accepts the refund or replaced product, then he will be required to change the Seller’s or Selling User’s negative rating. If the User does not response for requirement within 7 (seven) days hereof, the rating of the Seller or Selling User shall be automatically changed into neutral.

f) Providing the User with a different product by the Seller or Selling User does not grant a possibility to change negative rating related to disputed product – in that case the User is entitled to grant the Seller or Selling User with the new rating for such different product.

g) The rating abuse incident reported by the Seller or Selling User may be declined by G2A.COM at its absolute discretion, if the negative rating being the subject of rating abuse report violates these Terms and Conditions.

h) Rejected rating abuse incident by G2A.COM will deduct the limit of available rating abuse requests that may be reported by the Seller or Selling User on monthly basis.

i) If the User violates these Terms and Conditions, G2A.COM reserves the rights to:

* remove or change the neutral or negative rating granted by the User without receiving a rating abuse incident request from the Seller or Selling User, or
* suspend or terminate access to G2A.COM services offered on the Site to the User.

j) At its absolute discretion, G2A.COM is entitled to verify and edit the comment provided by the User, Seller or Selling User within the G2A Marketplace Rating System if:

* it is abusive, seditious, pornographic, aggressive, homophobic, defamatory, libelous, untrue, hateful, discriminatory, obscene, inflammatory, racist, unlawful, malicious, misleading, discriminatory or which might call G2A.COM or the Service into disrepute;
* the User acts against the Seller or Selling User by deliberately giving him/her negative ratings;
* impersonates any moderator, administrator or any staff or other persons connected with G2A.COM;
* infringes upon or violates any third party's rights, including but not limited to intellectual property rights, rights of privacy, including unauthorized disclosure of a person's name, e-mail address, physical address or phone number, and/or rights of publicity;
* includes restricted and/or password protected content or material;
* tries to gain unauthorized access to any computer, servers or any part of the Service including its servers, network and the computers of other users;
* tries to gain unauthorized access to any profiles, blogs, forums, communities, account information, bulletins, or other aspects of the Service.

**6.26. G2A Pro**

a) The User is entitled to engage in G2A Pro program which lets to participate in challenges and quests organized by G2A.COM as well as to communicate with other Users.

b) As a part of G2A Pro program, each User can receive different types of rewards by doing activities chosen by him/her on the G2A Pro account. The foregoing rewards that User can receive include: avatar frames, badges, cover images, experience points, titles and G2A Coins, G2A Loot Points (G2A Coins shall not be granted to the User who has place of residence, headquarter or place of habitual residence in European Economic Area or Hong Kong). The aforesaid rewards may be claimed by the User from G2A Pro account in accordance with the rules described on the Site.

c) THE G2A LOOT POINTS ARE GRANTED DIRECTLY TO THE USER BY G2A.COM’S EXTERNAL PARTNER, I.E. STERLING MEDIA LIMITED WITH ITS REGISTERED OFFICE ON MARSHALL ISLANDS. BEFORE USING G2A LOOT POINTS, THE USER IS OBLIGATED TO FAMILIAR, ACCEPT AND OBSERVE THE G2A LOOT TERMS AND CONDITIONS. IF THE USER DOES NOT FAMILIAR, ACCEPT AND OBSERVE SAID G2A LOOT TERMS AND CONDITIONS, HE/SHE IS NOT ENTITLED TO RECEIVE PRODUCT OFFERED UNDER THE G2A LOOT.

d) WITHOUT PREJUDICE TO ANY OTHER RESTRICTIONS OR LIMITATIONS SET FORTH IN THESE TERMS AND CONDITIONS, THE USER IS ENTITLED TO CLAIM THE G2A LOOT POINTS AND THE G2A COINS SOLELY WITHIN THE TIME LIMIT SPECIFIED IN THE G2A PRO ACCOUNT. IF THE USER DOES NOT CLAIM THE G2A LOOT POINTS OR G2A COINS IN SPECIFIED PERIOD OF TIME, HE/SHE LOSES RIGHT TO DO SO.

e) In the event of the User makes a refund of any part of the order which is connected to rewards obtained under G2A Pro, the rewards granted under G2A Pro program related to that refund are to be reverted from the User’s G2A Pro account.

f) G2A.COM is entitled to revert any rewards obtained by the User under G2A Pro program, if the User makes any fraud related to order having influence of gaining rewards under G2A Pro program. For the avoidance of doubt, the entitlement set out in previous sentence does not restrict or limit G2A.COM’s rights to protect its rights in accordance with applicable law.

g) The User may upload digital contents, including avatars, images etc. on the G2A Pro account. The User is solely responsible for such digital content. Once the User upload digital content which is covered by intellectual property rights (like photos or videos), he/she grants G2A.COM a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to said digital content to host and/or publicly display. The User can end such license at any time by deleting uploaded digital content via the G2A Pro account. The User acknowledges and confirms that digital content deleted by the User - due to technical reasons - may persist for a limited period of time in backup copies (though it will not be visible to other Users). In addition, digital contents that have been deleted may continue to appear if the User have shared it with others and they have not deleted it.

h) G2A.COM shall not be liable for any storage digital content which has been uploaded, submitted, presented or published through the Site by the User. The User warrants, acknowledges and is responsible for the fact that any digital content, including image, as to be uploaded submitted, presented or published through the Site by the User, including in the G2A Pro account, shall fulfill the following conditions and:

• be genuine, appropriate, complete and lawful;

• not be false, deceitful or unreliable;

• not contain information that is libelous, threatening, harassing, obscene, controversial, offensive, explicit or discriminatory to any minority;

• not violate these Terms and Conditions or the Privacy and Cookies Policy;

• not infringe any applicable laws, regulations, third party’s rights including copyrights, license, or intellectual property rights or promote any behavior that might infringe or violate any applicable laws or legal provisions;

• not link to any website(s) that might contain content infringing the above.

i) G2A.COM uses reasonable skill and care in providing services under G2A Pro to Users and in keeping a safe, secure, and error-free environment, but G2A.COM cannot guarantee that its services under G2A Pro will always function without disruptions, delays, or imperfections. Provided G2A.COM have acted with reasonable skill and care, G2A.COM does not accept responsibility for: losses not caused by G2A.COM’s breach of these Terms and Conditions or otherwise by G2A.COM’s acts; losses which are not reasonably foreseeable by the User and G2A.COM at the time of entering into these Terms and Conditions. The above does not exclude or limit our liability for any other things where the law does not permit to do so.

j) If G2A.COM determines that the User has violated these Terms and Conditions or applicable law, G2A.COM may suspend or permanently disable access to his/her G2A Pro account. G2A.COM may also suspend or disable any G2A Pro account, if G2A.COM required to do so by law. Where appropriate, G2A.COM will notify the User about actions regarding the G2A Pro account the next time the User try to access it.

k) By entering the G2A Pro program the User accepts and grants consent to use his/her personal data for the purpose of participation in the G2A Pro program.

l) G2A.COM declares that any images uploaded by the User on G2A Pro account will not be a subject of technical processing which allow or confirm the unique identification of that User. G2A.COM collects personal data, the content, communications and other information that the User provides when participate in G2A Pro program, including when the User signs up for an account, create or share content, and message or communicate with others. This can include information in or about the content the User provides, such as a photo. G2A.COM collects all the above in order to provide the User with services available in G2A Pro program.

m) By uploading the User’s photo in G2A Pro program account the User consents to process her/his personal data like image in the purpose relating to participation in G2A Pro program, User consents to public availability of his/her image during participation in G2A Pro program, or until the User delates her/his photo. This consent is voluntary  and may be withdrawn at any time by sending an email with such request on dpo@g2a.com. Withdrawal of consent, however, does not affect the legality of processing that takes place on the basis of consent prior to its withdrawal.

n) Data controller of personal data of  the User is G2A.COM Limited with its registered office in 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong.

o) The User has the right to demand to provide access to personal data, its correction, deletion, limitation on processing, or transfer, as well as the right to file a complaint with the Chairman of the Personal Data Protection Office. In order to benefit from these rights, the User should contact with iod@g2a.com. Any detailed information relating to processing your personal data you will find in the Privacy and Cookies Policy.

p) When the User deletes his/her account, G2A.COM deletes things that have been posted by him/her, such as photos and status updates, and the User will not be able to recover that information later. Information that others Users have shared about the User is not part of the User’s account and will not be deleted.

**6.27. G2A PLUS**

a) The User is entitled to purchase G2A PLUS a subscription program under which they may obtain in each month of subscription benefits which include access to:

* One (1) product key for video game as the User may receive under G2A Loot program which may be claimed starting from 5th day of each month (00:00 UTC) and up to 4th day of next month (23:59 UTC); the unclaimed product key for video game within aforesaid period is lost;
* Top Priority Support;
* Discounts for products and/or service which are to be presented g2a.com/plus.

The aforesaid benefits are presented on website at g2a.com/plus.

The product key is assigned to the User’s account on an external platform that offers a video game to download.

G2A PLUS is offered solely to the User which is a consumer.

Discounts on products and/or services to which G2A PLUS applies may be subject to limitations which include, but are not limited to, minimum and/or max purchase requirements, category/item restrictions, number, category and/or kind of products and/or services that may be purchased with discount in each month, and/or territory restrictions. The aforesaid limitations shall be always presented at g2a.com/plus.

b) G2A.COM represents and the User agree that all of the benefits set forth in section a) above may not be available in each month of G2A PLUS subscription. The User agrees that in some months of G2A PLUS subscription they will be able to obtain only part of the benefits mentioned above, which will not affect the reduction or refund of the fee paid by the User for G2A PLUS subscription.

c) Discounts for products and/or services under G2A PLUS are available within a limited amount and/or for limited time. The User is not entitled to get access to Discounts for products and/or services if the limited amount of offers related to them expires or have been sold.

d) The User acknowledges and agrees the products and/or services prices offered at the Site are presented on a G2A PLUS banner is the suggested price. The final products and/or services prices offered at the Site shall be displayed in the G2A PAY checkout summary (the place where the User can choose a payment method).

e) The User may purchase G2A PLUS for:

* limited period of time - 1 (one), 3 (three), 6 (six), 12 (twelve) months, or
* indefinite period of time – with billing period of 1 (one) or 12 (twelve) months.

To a price for the G2A PLUS shall be added taxes.The G2A PLUS subscription shall start once the User active it on administration panel.

f) The price for G2A PLUS shall be paid, in advance, by the User through a single payment or by means of recurring payment method. The single payment may be used solely to G2A PLUS concluded for limited period of time. The recurring payment method may be used solely to G2A PLUS concluded for indefinite period of time.

g) If the User purchased G2A PLUS for indefinite period of time, the G2A PLUS subscription fee shall be billed each times in advance monthly or yearly (depending on the billing period selected by the User) from the User’s bank account, PayPal, G2A Balance account or any other payment instrument selected by the User during purchasing process, unless and until the User cancel it.

h) G2A PLUS purchased via G2A PAY checkout by means of recurring payment method is free of charge for initial term lasting for 7 (seven) calendar days from the date of its purchase. Thereafter, G2A PLUS is concluded for undefined period of time with monthly billing period, unless earlier terminated by the User or G2A.COM. AFTER THE INITIAL TERM IS LAPSED, THE USER SHALL PAY TO G2A.COM THE FEE THAT IS ALWAYS SHOWN ON THE SITE. THE PAYMENT FOR THE SUBSCRIPTION IS CHARGED IN ADVANCE ONCE A MONTH. THE SUBSCRIPTION PRICE OF G2A PLUS MAY VARY IN A GIVEN MONTH OF SUBSCRIPTION, HOWEVER, THE CURRENT PRICE SHALL ALWAYS BE PRESENTED ON THE SITE - SUBSCRIPTION PRICE FOR G2A PLUS IS SUBJECT TO CHANGE. New price of the G2A PLUS takes effect upon the start of a new month of G2A PLUS subscription. G2A.COM shall notify the User who has purchased the subscription of G2A PLUS of any price changes related to subsequent month of G2A PLUS via e-mail prior to it takes into effect. If the User does not agree upon changed price, they are entitled to cancel G2A PLUS subscription in any time.

i) The benefits under G2A PLUS set forth in section a) above are provided to the User who purchased it with use of recurring payment method only when G2A.COM receives price for given month or year of G2A PLUS subscription from the User.

j) If the User does not want to continue the subscription of G2A PLUS concluded for indefinite period of time, they may cancel it by unselecting subscription in the account panel at any time, however, the cancellation of the subscription does not assure the right to refund of any G2A PLUS subscription fee provided by the User to G2A.COM before the date of receipt the cancellation by G2A.COM. Following any cancellation of G2A PLUS, the User may continue to have access to G2A PLUS through the end of the User’s current billing period. G2A.COM DOES NOT PROVIDE REFUNDS FOR ANY PARTIAL G2A PLUS BILLING PERIODS.

k) The User is obligated to create an account on www.g2a.com or in the mobile G2A app (available on Google Play and App Store) in order to participate in G2A PLUS.

l) G2A.COM reserves the right to suspend or cancel the User’s G2A PLUS subscription at any time if the User violates these Terms and Conditions, applicable law, and/or it is not enough funds in the User’s bank account, virtual balance or any other payment instrument selected by the User during purchasing process to charge price for the next installment of G2A PLUS subscription. In the event of suspense or cancellation of the User’s subscription, G2A.COM provides the User with a notice of such suspension or cancellation via User’s account or e-mail.

m) The User loses their right to access to benefits set forth in section a) at the moment of resignation from G2A PLUS subscription by the User or suspension, cancellation of the User’s G2A PLUS subscription by G2A.COM.

n) G2A.COM shall not be responsible for any services and/or products which the User may receive from an external partner (this section shall not be applied to Top Priority Support) with use of G2A PLUS, unless the applicable law provides otherwise. The User acknowledges and accepts that under G2A PLUS they may receive only possibility to access for benefits provided by an external partner, and G2A.COM is not a provider of products and/or services that can be purchased from the external partner on preferential conditions due to participation in G2A PLUS. Any responsibility related to a given benefit received by the User within participation in G2A PLUS lies on the external partner who provides to the User with products and/or services, unless the applicable law provides otherwise.

**7. Obligations of the Seller and the Selling User**

7.1. Every Seller and every Selling User warrants and acknowledges that:

a)  has the full capacity and right to accept the Terms and Conditions and the Privacy and Cookies Policy, to grant licences and authorizations and assume such obligations;

b)  by accepting this Terms and Conditions and by placing any services or products on the Site or selling it on the Site he/she confirm and assert that such services or products are legally purchased and/or obtained and originate from legal sources, are free from any defects (both legal and physical) and any third party rights and claims and that the Seller and the Selling User are entitled to place and sell such products or services, especially by way of copyrights possession, and that it has all the necessary licenses, rights, permits and consents to their use, distribution, posting, publication, sale etc., in particular the right to sale through the Internet, online system, as well as that the rights are not limited in any way;

c)  the products and services offered by them through the Site (a) do not violate any third party rights, including copyrights, trademarks, patent rights, trade secrets, privacy rights, image rights, nor any other ownership rights or intellectual property rights, and (b) do not slander, defame, backbite, nor insult any persons nor entities and they do not violate their rights, including privacy rights, image rights, nor any personality rights;

d)  commits to use the Site and its functionalities in accordance with these Terms and Conditions, the law in force, rules of social conduct and good practices;

e)  they will not engage in any activity detrimental to the good name and reputation off G2A.COM, which may have negative effect on the Site, or the product and services sold via the Site;

f)  they will not take any actions violating the law in force, contrary to good practices, rules of social conduct nor detrimental in any way to G2A.COM interests;

g)  they will not use the Site for any money laundering related activities nor for any actions providing to G2A.COM the risk of being accused of using the Site for money laundering purposes;

h)  will not use the Site to resell products which were acquired free of charge or with a discount connected with a charity event or supporting such an event;

i) will not use more than one account for selling or buying; will not use VPN connection unless it is necessary to run a registered business.

j) will not list and will not sell on the Site digital goods which contain or may be used to receive, directly or indirectly: (i) pornographic contents or sexually-oriented materials, (ii) gambling, lottery or betting materials, (iii) personal information, (iv) hazardous, restricted, regulated materials, (v) embargoed digital goods, (vi) currency, or (vii) any other illegal contents and services, as well as (viii) any cdkeys or digital vouchers which indirectly allow access or acquisition to the digital contents as set forth in this section (j).

7.2.  The Seller and the Selling User are obliged to provide information or documents concerning their business, company or products/services at first request of G2A.COM. Each Seller and each Selling User represents, warrants, acknowledges and takes full responsibility that:

a)  the information and documents submitted during the registration process or further use of the Site are true, accurate, valid and complete; and

b)  they will immediately report all changes to the documents accordingly in order to keep them true, valid and complete.

7.3.  Furthermore, each Seller and each Selling User warrants, acknowledges and are responsible for the fact that the property on sale that they submit, present and publish through the Site will fulfill the following conditions and:

a)  will be genuine, appropriate, complete and lawful;

b)  will not be false, deceitful or unreliable;

c)  will not contain information that is libelous, threatening, harassing, obscene, controversial, offensive, explicit or discriminatory to any minority;

d)  will not violate the Password Policy, Terms and Conditions or the Privacy and Cookies Policy;

e)  will not infringe any applicable laws or regulations (including but not limited to regulations regarding export control, protection of consumer rights, unfair competition or fraudulent advertising) or promote any behavior that might infringe or violate any applicable laws or legal provisions;

f)  does not link, to any website(s) that might contain content infringing the above.

7.4.  Furthermore, each Seller and each Selling User assumes responsibility, warrants and acknowledges that they:

a)  will take all actions when visiting the Sites in accordance with applicable laws and regulations;

b)  will deal with other Site Users properly and in good faith;

c)  will take all actions in accordance with the Terms and Conditions, other documents and applicable additional arrangements specified within the framework of the Site;

d)  will not use the Site for embezzlement or abuse of other Users (e.g. sale of stolen property, use of stolen credit/debit cards);

e)  will not profess themselves as someone or whatever else or misrepresent their details or relations with someone or whatever else;

f)  will not become involved in spamming or phishing (will not acquire information deceitfully);

g)  will not become involved in any other unlawful activity (including crimes, torts, etc.) or encourage or persuade to commit unlawful acts;

h)  will not become involved in any attempt to reproduce, use or embezzle any legally reserved G2A.COM address directories, databases and password lists;

i)  will not use any computer virus or any other destructive equipment or code to destroy, tamper, intercept or appropriate any software or hardware, data or personal information whatsoever;

j)  will not attempt to compromise the integrity of data, systems or networks used by G2A.COM and/or any other User or gain unauthorized access to such data, systems or networks;

k)  will not become involved in any action that might otherwise render G2A.COM or our partners liable, in particular these specified in section 4.7 above.

7.5.  If the Seller is a business representative of a company, it warrants and certifies that as such a representative he possesses the necessary consents and authorizations from their principal to:

a)  act as a sales representative,

b)  publish the contact details necessary to conduct business,

c)  a third party will be able to use this data to contact him in matters important in the context of the business activity. In addition, the Seller certifies that third parties may contact the representative without the consent of his principal.

7.6.  The Seller agrees to provide all necessary information, materials and permissions and all reasonable support and cooperation to G2A.COM customer care department for G2A.COM to provide its services depending on whether or not the Seller has violated the Terms and Conditions and/or a complaint against the User has been filed. If failure to do so is caused by any delay, suspension or denial of access to any Service, G2A.COM will not be obliged to extend the term of such a service or held liable for any loss or damage caused by such a delay, suspension or denial.

7.7.  Each Seller and Selling User agrees and acknowledges that they are obliged to act in conformity with all the laws and regulations applicable to themselves, the transaction and the respective User.

7.8.  Every User warrants and acknowledges that they:  
a)  accept the Terms and Conditions and the Privacy and Cookies Policy;  
b)  will not engage in any activity detrimental to the good name and reputation of G2A.COM, which may have a negative effect on the Site, or the products and services sold via the Site;  
c)  will not take any actions violating the law in force, contrary to goods practices, rules of social conduct nor detrimental in any way to G2A.COM interests;  
d)  will not use the Site for any money laundering related activities nor for any actions which cause G2A.COM to run the risk of being accused of using the Site for money laundering purposes;  
e)  will not use more than one account for buying; will not use VPN connection unless it is necessary to run a registered business.

7.9.  The Seller is solely responsible to provide the User being a consumer with the confirmation of the contract concluded, on a durable medium within a reasonable time after the conclusion of the contract as well as fulfill other documentary obligations resulting from any applicable law.

7.10. Post sale-process and conversations with the Sellers and Selling Users. Every Seller and Selling User warrants and acknowledges that they:  
a) will use the conversation module to resolve all post-sale issues;  
b) will observe the rules of due diligence in the conversations; i.e. will respond in the conversations and will not postpone the resolution of the reported issues beyond actual investigation time;  
c) will use the conversations tool in good faith, i.e. the Seller and Selling User actively trying to resolve the issues reported by the User, and the User assisting the Seller and the Selling User by providing necessary and proper information;    
d) will not post, promote or transmit any unlawful, harassing, libelous, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature via conversation module;  
e) will not mislead or post false information in the conversations;  
f) will not cite G2A.COM as the party responsible for resolving post-sales issues, other than in the case of malfunction of the services provided by the digital trading platform to the Users of the services.

 7.11. G2A.COM reserves the right to take actions against any party that would be found in breach of terms set forth in section 7.10 above, up to, an including restricting services provided by the platform. For the avoidance of doubt, G2A.COM is not responsible for the contents of the conversations between Sellers, Selling Users and the Users.

**8.  Liability**

8.1.  Within the scope permitted by law, G2A.COM’s liability shall be excluded in relation to:

a)  any damages resulting from the use of the Site, accessing it or the inability to use the Site by the Seller or the User due to reasons beyond G2A.COM control;

b)  any damages related to viruses, Trojan horses etc. which may be transferred to the Site or through the Site by third parties, except that G2A.COM is obliged to immediately take actions aimed at the removal of any threats related to such viruses, etc.;

c)  implications of any access data or private information being accessed by any third party in an unauthorized manner, if it occurs due to reasons related to the User, in particular by reason of the User making his password available to third party;

d)  any actions taken by G2A.COM in relation to the User or the Seller linked to any their infringement of the law in force or Terms and Conditions, particularly such as account blockade or stopping access to the Site, limitation of possibilities to use specific services of functions within the Site;

e)  infringing the law in force or any third party rights by Sellers and/or Selling Users, in particular in relation to any damages caused to third parties by Sellers as a result of violating copyrights, industrial property rights, etc., in particular for any demands in relation to the transmission, distribution, publication, offering, presentation of data to which the Seller or/and the Selling User does not have copyrights or any other required titles;

f)  any actions and results thereof related to any violation by the User or Seller of these Terms and Conditions or to submission by the Seller or the User of false data or submission of false or untrue statements and assurances, mentioned in these Terms and Conditions;

g)  any actions based on collection of personal data by the Seller or the User in a manner contrary to the law in force, or their processing, in particular transfers of other Users personal data to unauthorized persons;

h)  any harm, damages, claims, compensation, non-pecuniary damages in relation to claims of one User against another User (exclusion of G2A.COM from any disputes between Users);

i)  any harm, damages, claims, compensation, non-pecuniary damages, physical and legal defects of products and services sold through the Site by Sellers against Users or other Sellers – owing to the fact that within such scope, G2A.COM is not a party of such legal relationships.

8.2.  G2A.COM shall not in particular bear any responsibility against any third parties related in particular to nonperformance or improper performance by the Seller of his agreement with the User (or other Seller), or to any delict committed by the Seller, any infringement by the Seller of the law in force or related to any false information, assurances or statements submitted by the Seller. Should any claims, complaints, petitions, pretensions, etc. be directed by third parties to G2A.COM, related to Sellers' behavior specified in section 8.1. above, the Seller is obliged to take full responsibility against these entities, which means in particular that the Sellers shall bear all and any costs related thereto and borne by G2A.COM or to which G2A.COM will be forced through any kind of commitment, including where legal advice will be sought or any fees, damages, fines, penalties, notice charges, charges related to personal presence at court or in front of any authority and public administration body, correspondence costs and any other possible charges, fees, etc. Moreover, where third parties file any claims against G2A.COM related to any violations on part of the Seller, in particular violation of copyrights, such Seller shall replace G2A.COM in such proceedings or shall act as a third party respondent. The provision 8.2 is accordingly applied to the Selling Users to the extent, which does not infringe the consumer rights.

8.3.  Furthermore G2A.COM does not guarantee that any Seller or any User is capable of concluding an agreement through the Site, and in particular that such agreement will be performed. G2A.COM is not responsible against Users and Sellers for any non-performance or improper performance of the agreement neither by the User against the Seller and the User against the Selling User nor by the Seller against the User and the Selling User against the User, nor the Seller against other Seller. G2A.COM shall not be liable against the Users (or other Sellers) for the products and services sold through the Site by the Sellers and the Selling Users, including for whether they are fit for purpose, for their quality, legality, legal and physical defects. G2A.COM shall not be liable against the Sellers and the Selling Users for the correctness and validity of any statements made by the Users/Sellers, for their solvency or ability to conclude agreements with Sellers through the Site.

8.4.  Notwithstanding the generality of the following guidelines, the Seller shall be held liable for gross violation of the Terms and Conditions and other obligations where:

* In case of formal notification of a claim by third party against the Seller and where the Seller deliberately failed to reach/contact the harmed party or did not submit the relevant explanations to G2A.COM or where he blatantly fails to fulfill his obligations, e.g. in case of non-delivery of the ordered product or service despite its cost being settled, or where the product or service delivered do not conform with the declared form or quality,
* The Seller provided false, incomplete or misleading data,
* Where there is reasonable probability that the Seller undertook actions which may be detrimental to G2A.COM and/or its partners in terms of their assets or legal liability.

8.5.  To the fullest extent permitted by law, all services provided by G2A.COM on or via the Site are made available on an AS IS, IF AVAILABLE, and WITH ALL DEFECTS basis, and G2A.COM hereby expressly declines all warranties, including but not limited to any warranty of condition, quality, durability, functioning, reliability, merchantability or suitability for any specific purpose of the products and services sold by the Sellers or the Selling Users or sold by itself, unless consumers rights protection laws provide otherwise.

8.6.  Notwithstanding provisions stipulated in p. 5.13.-5.17., to the fullest extent permitted by law, G2A.COM does not make any representation or give any warranty in relation to the quality, manufacturing, import, export, distribution, offering, presentation and/or use of any products or services offered on the Site nor does G2A.COM take any responsibility for any potential infringements of third party rights related to the use of any services or products available through the Site.

8.7.  Notwithstanding the foregoing, the total liability of G2A.COM against the Sellers is limited to the amount of EUR 500. The foregoing sentence does not waive the need to prove and document the respective damage alleged to be sustained by the Seller. All claims arising from the use of the Site or services have to be raised within fourteen (14) days after the date on which a problem occurs. In countries where limitation of liability against consumers is possible, the terms of the first and second sentence of this section shall apply accordingly.

8.8.  The limitations and exclusions of liability under Terms and Conditions apply to the fullest extent permitted by law and will be effective regardless of giving notice to G2A.COM that such damage may occur.

8.9. The Seller and Selling User 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, whether or not involving a third party claim, which arise out of or relate to (i) any breach of any representation or warranty of the Seller or Selling User contained in these Terms and Conditions, (ii) any breach or violation of any covenant or other obligation or duty of the Seller and Selling User under these Terms and Conditions,  under applicable law, or under Intermediate Body Scheme Rules, (iii) any alleged breach or violation by the Seller or Selling User of third party rights, including intellectual property rights, (v) any claim related to the auction or transaction listed by the Seller or Selling User or listed by G2A.COM on behalf of the Seller or Selling User 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.

The Seller and Selling User shall inform G2A.COM in writing of any claim, demand or suit and shall fully cooperate in the defense thereof. The Seller and Selling User 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.

If any Intermediate Body charges G2A.COM for any Adjustment due to a Seller’s and Selling User’s act or omission on the Site, including as a result of listed by the Seller or Selling User or by G2A.COM on behalf of the Seller or Selling User digital products, Physical Products, or services which breach of the Intermediate Body Scheme Rules, the Seller and Selling User shall repay any and all such that Adjustment to G2A.COM. The Seller or Selling User hereby agree that all Adjustments assessed by any Intermediate Body (either to the Seller, Selling User or G2A.COM) in connection with any act or omission done willfully or negligently by the Seller or Selling User shall or G2A.COM on behalf of the Seller or Selling User be the liability of the Seller and Selling User and shall be charged for Seller or Selling User.

Unless the applicable law provides otherwise, G2A.COM is entitled to make, at its absolute discretion, any set-off from funds accumulated by the Seller and Selling User on G2A Balance.

The Seller and Selling User acknowledges and agrees that during these Terms and Conditions and after their termination or expiration for any reason whatsoever, the Seller and Selling User shall continue to bear liability for all Adjustments and indemnification obligations pursuant to these Terms and Conditions and all other amounts due or which may become due under these Terms and Conditions. This liability is not subject to any limitation of liability that may be expressed elsewhere in the these Terms and Conditions.

**9.  Dealings between Users and Sellers**

9.1.  Users and Sellers acknowledge that engaging in any transactions on the Site involves the risk of dealing with abusive people. G2A.COM uses its reasonable endeavors to verify the accuracy of the data and information provided by our Users and Sellers during the registration process as well as payment processes and when separate agreements are concluded with the Sellers. However, as the identity of Internet users is difficult to verify, G2A.COM is unable to confirm and does not confirm the alleged identity of Users (including but not limited to Sellers). We recommend you to use various means, including common sense, to assess who you are dealing with.

9.2.  Users and Sellers are personally responsible for observing all the terms and conditions of transactions conducted on, via or as a result of using the Site or services, in particular the Terms and Conditions and other commitments. This also includes, but is not limited to, payment terms, warranty, returns, delivery, time of delivery, insurance, fees, taxes, licences, or penalties.

9.3.  Users and Sellers agree to provide all necessary information and documents that may be required in connection with transactions (between Sellers and Users or Selling Users and Users or between Sellers) and other obligations under these Terms and Conditions.

9.4.  In order to unify rules of transactions performed via the Site and to ensure standard of fair practice when conducting the above Users and Sellers hereby confirm that an agreement between the User and the Seller or the User and the Selling User or between Sellers becomes valid once the provision of a service and the charge to the User (or the Seller making the purchase) is authorized by the Seller or the Selling User upon his/her final consent stipulated in point 5.5 above. All further actions connected with the agreement, rights and obligations, are regulated by adequate laws or agreements between Users).

9.5.  G2A.COM pays utmost care to ensure that the transactions between Users are completed without any problems. However, in the rare circumstances where G2A.COM has been informed that a product or service sold by a Seller or Selling User is mispriced, or the Buying User has been charged for less than the transaction amount due to wrong exchange rates being applied or any other technical fault or mistake, G2A.COM may, in its discretion, cancel the transaction by returning the funds to the Buying User and the products to the Seller or the Selling User.

**10.  Donating on the G2A.COM Site**

10.1.  G2A.COM supports:

a)  charity activities,

b)  initiatives for health and social care,

c)  initiatives for environment and animal protection,

d)  promoting human rights and freedom,

e)  promoting art, culture and science. Therefore G2A.COM enables all Users to donate moneys with the help of the Site (from here called Donations) to foundations, public benefit organizations and other subjects realizing goals mentioned from a) to e) (later called Beneficiaries)

10.2.  In connection with Donations G2A.COM shall create a subpage on the Site with information about currently supported initiatives and information that lets Users identify the Beneficiary.

10.3.  Donations shall be transferred with the help of selected payment methods (e.g. Paypal, Skrill, Dotpay, Paysafecard, Moneybookers) to G2A.COM’s bank account who acts as an intermediary. In the payment title the User shall specify which Beneficiary is chosen. If the User does not specify any Beneficiary G2A.COM shall contact the User to determine the Beneficiary to which the Donation should go to. If the User does not specify the Beneficiary G2A.COM shall return the funds donated.

10.4.  G2A.COM shall transfer the donated funds to the Beneficiary from their bank account not later than the end of the month that follows the quarter in which the Donation occurred (therefore the donation settlements shall occur 4 times a year after each calendar quarter). Any interest accumulated on G2A.COM’s bank account connected with the Donations shall be transferred to the Beneficiaries. If there are more than one Beneficiaries the interest shall be transferred to them proportionally to the Donations made by the Users.

10.5.  G2A.COM shall not use the donated funds in any way other than described in paragraph 10.4. The Donations are owned by the Users until they are transferred to the Beneficiary. The Donations are to be returned on the User’s demand if the claim was made within 7 days from the date of the Donation.

10.6. The Donation is not available for the User who has place of residence, headquarter or place of habitual residence in European Economic Area and Hong Kong.

**11.  Forbidden Actions – Anti Violation Procedures (a so-called notice and takedown procedure)**

11.1.  Any person whose rights have been violated by the data uploaded (stored, transmitted etc.) on the Site by a Seller or a Selling User is obliged to notify the Site's operator thereof (to the e-mail address: support@g2a.com or via registered mail to the address specified in 'Definitions' of these Terms and Conditions where 'G2A.COM' is defined), indicating and submitting:

a)  the exact location of the data;

b)  the right violated;

c)  circumstances and evidence proving the legal title to bring an action in terms of the violated right that he or she is the sole person entitled to the data found on the Site (in particular games or game codes) and that the Seller or the Selling User has no right to them (such statement shall be delivered in writing to the address specified in 'Definitions' of these Terms and Conditions where 'G2A.COM' is defined)

d)  his or her personal data, in particular the name, surname, business name, registered seat address or residence address, e-mail address;

e)  a separate personal data processing statement consenting to processing for the purposes of the notice and takedown procedure (such statement shall be delivered in writing to the address specified in 'Definitions' of these Terms and Conditions where 'G2A.COM' is defined).

11.2.  Following the receipt of a credible notification specified above, G2A.COM shall immediately block access to the data indicated in the notification (in particular, it shall delete them) and – as far as possible – it will notify the Seller or the Selling User responsible for uploading the data through the Site, that such notification and claim by a third party has been submitted.

11.3.  The Seller or the Selling User who has received notification mentioned in section 2 above may submit its reply and evidence confirming its rights to distribute, make available etc. the data, in particular evidencing copyrights, licenses or ownership rights to the games and game activation codes.

11.4.  The Seller or the Selling User who notified G2A.COM of the violation of his or her rights shall exercise due care so that any disputes in terms of the rights to data uploaded/made available on the Site by the Seller or the Selling User were settled through conciliation. If the dispute parties reach an agreement, the disputed data – subject to the terms of the agreement – may be:

a)  uploaded back to the Site without amendments;

b)  uploaded back to the Site, amended in accordance with the changes agreed by the parties;

c)  permanently removed from the Site.

Any agreements between the parties allowing for the data to be uploaded back to the Site shall be made in writing, signed by the authorized persons and sent as an original via registered mail to the address specified in 'Definitions' of these Terms and Conditions where 'G2A.COM' is defined.

11.5.  Where:

a)  it is not possible to determine the Seller or the Selling User responsible for publication of third party's data or their distribution on the Site etc.

b)  the Seller or Selling User does not submit any reply to the notification of third party's claim within 14 days from its receipt from G2A.COM to the Seller's or Selling User’s e-mail address or does not submit any evidence on having rights to publish, distribute the data etc. within that period such data will be permanently removed from the Site.

11.6.  Where any notification is received from competent authorities or credible information is submitted on the illegal nature of the data available on the Site, G2A.COM will immediately disable any access to such data.

11.7.  G2A.COM reserves the right to, at its own initiative, remove specific data from the Site or prohibit transmitting, posting or storing etc. if we find them illegal or unlawful.

11.8.  G2A.COM can prevent adding certain data or selling certain products on the Site if they receive reliable information that such actions are in conflict with the Terms and Conditions or statements given by the Seller or the Selling User.

**12.  Complaints Procedure**

12.1.  If there are problems or irregularities in connection with using the Site or regarding the Services the Users, Sellers, Selling Users may submit a complaint by sending it to the following address: support@g2a.com or in a written form on the 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong. In the complaint, the Users, Sellers, Selling Users should include his/her name and surname, e-mail address (or other correspondence address), the subject of the complaint and the reason for the complaint. The complaint will be considered immediately, however not later than within 30 (thirty) days of its receipt. The Users, Sellers, Selling Users will be informed about the method and result of the complaint consideration to the correspondence address or to the e-mail address. The costs of using the said means of distance communication by the Users, Sellers, Selling Users are borne by the Users, Sellers, Selling Users and they are calculated according to the rates of the telecommunications operator whose services the Users, Sellers, Selling Users uses.

12.2.  This section shall be applied solely to Sellers from European Economic Area G2A.COM may attempt to settle a dispute amicably with a Seller running a business, using the Site to offer goods to consumers, through an independent mediator, after G2A.COM has given its consent to mediation. If the Seller, referred to in the preceding sentence, approaches G2A.COM with a mediation proposal and accepts this proposal by G2A.COM, the mediation will be conducted by a mediator from: Polish Chamber of Commerce in Warsaw, in accordance with the mediation regulations applied by the Polish Chamber of Commerce in Warsaw. G2A.COM will bear a reasonable part of the total mediation costs, which will be determined by the parties each time. The list of mediators and mediation regulations are available at: https://sakig.pl.

12.3.  If the User has complaints about the products or services, he/she has bought, subject to the provisions of point 6.8 above, he/she may file a complaint to the Seller or the Selling User with the help of G2A.COM. In such case G2A.COM only helps in initiating the complaint procedure and does not resolve the complaint. This does not apply to products or services sold and owned by G2A.COM – in this case G2A.COM resolves the complaint. The separate service described in article 6.23 point a) is enhanced to the higher assurance level if User’s combined quarterly payment for the order amounts to one-fourth of the amount specified in article 6.23 point j) by allowing the User to extend the limit specified in article 6.23 point j) up to five reoccurrences. Each payment towards the enhanced level assurance is a non-returnable advance payment.

12.4.  Any objections connected with the complaint procedure should specify the User that files such objections, detailed description of the problem and the suggested resolution satisfactory for the User.

12.5.  Notwithstanding the provisions of point 12.3 above, a products or services purchased via the Site, especially a game activation code, which has not been retrieved from the Site or – being retrieved – has not been activated (used) by the User might be returned to the Seller or the Selling User provided that the Seller or the Selling User grants the User a right to return the purchased products or services . The User or the Selling User shall unequivocally determine whether he/she grants such right with regard to a given products or services or a given User. Proper information in this respect will be presented on the products or services page on the Site.

12.6.  In case of enabling the User to return a purchased product, subject to point 12.5 above, such returned product is sent back to the Seller or the Selling User and can be sold again within the Site provided that this product is not defective.

12.7.  In the event of any dispute(s) between the Buying user and the Seller or the Selling User in relation to the services or products purchased on the Site with the use of the payment method offered by PayPal Holdings, Inc., PayPal (Europe) S.à r.l. et Cie, S.C.A. or their affiliates or subsidiaries, including any dispute(s) regarding the chargeback, bank reversal, PayPal dispute(s) and G2A Shield issue(s), the Seller or the Selling user are obligated to notify G2A.COM in this regard solely through their Account by use of the ticket button available in the “Account details” section.The aforesaid notification by the Seller or the Selling User shall be made immediately, however, no later than 14 (fourteen) days from the start of this dispute(s) (i.e. at the moment the Seller or the Selling user has received the complaint from the User regarding the products or services offered by the Seller or the Selling user on the Site).In addition, the Seller or the Selling User are also obligated to provide G2A.COM with all the necessary information, within the above mentioned 14 (fourteen) day period, regarding this dispute(s) and any information that may be requested by G2A.COM. The Seller or the Selling user shall fully cooperate with G2A.COM to resolve any dispute(s) with the Buying user. In the event that the Seller or Selling user does not inform or improperly informs G2A.COM regarding the started dispute(s) within the aforesaid term, G2A.COM will not be obligated to settle any complaint concerning the said dispute(s) and will be released from any liability to the Seller or the Selling user relating to or arising from the aforementioned dispute(s), in particular G2A.COM will be released from any obligations to return any money to the Seller or the Selling User.

**13.  Termination**

13.1. The agreement between the Users, Sellers, Selling Users and G2A.COM on providing a teleinformatic platform and certain functions of the Site is concluded for unspecified period of time.

13.2. Where G2A.COM decides to terminate the provision of the whole or any part of the agreement (these Terms Conditions) to a given Users, Sellers, Selling Users, it shall provide the Users, Sellers, Selling Users concerned, at least 30 (thirty) days prior to the termination taking effect, with a statement of reasons for that decision on a durable medium. The notice period set forth above shall not apply where G2A.COM: (i) is subject to a legal or regulatory obligation which requires it to terminate the provision of the whole of its Services to a given Users, Sellers, Selling Users in a manner which does not allow it to respect that notice period; (ii) exercises a right of termination under an imperative reason pursuant to national law; (iii) can demonstrate that the Users, Sellers, Selling Users concerned has repeatedly infringed the applicable Terms and Conditions, resulting in the termination of the provision of the whole of the Services.

13.3. In the case of restriction, suspension or termination of the Services, G2A.COM shall give the Users, Sellers, Selling Users the opportunity to clarify the facts and circumstances in the framework of the internal complaint-handling process referred to in section 14.4. Where the restriction, suspension or termination is revoked by G2A.COM, it shall reinstate the Users, Sellers, Selling Users without undue delay, including providing the Users, Sellers, Selling Users with any access to personal or other data, or both, that resulted from its use of the relevant online intermediation services prior to the restriction, suspension or termination having taken effect.

13.4.  The Users, Sellers, and Selling Users have the right to terminate the agreement within 15 (fifteen) days with any reasons providing G2A.COM with a termination via support@g2a.com or made it through removal of his account at the administration panel.

13.5  The User, who is a consumer, have the right to withdraw from agreement governed by these Terms and Conditions with G2A.COM within 14 (fourteen) days without giving any reason. The withdrawal period will expire after 14 (fourteen) days from the day of acceptance of these Terms and Conditions. To exercise the right of withdrawal, the User, who is a consumer, must inform G2A.COM of their decision to withdraw from the agreement by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). The User, who is a consumer, may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient to send communication concerning the exercise of the right of withdrawal before the withdrawal period has expired. If the User, who is a consumer, withdraw from this agreement, G2A.COM shall reimburse to him/her all payments received from his/her, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 (fourteen) days from the day on which G2A.COM is informed about decision to withdraw from the agreement. G2A.COM will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless the User, who is a consumer, have expressly agreed otherwise; in any event, the User, who is a consumer, will not incur any fees as a result of such reimbursement. In order to withdraw from the agreement, the User, who is a consumer, may send a statement of withdrawal, for example (i) via the contact form on the G2A Marketplace platform by creating a ticket in G2A Support Center, (ii) in writing to G2A.COM’s address, or (iii) via e-mail mail at the following address: support@g2a.com. In the statement of withdrawal from the agreement, the User, who is a consumer, should enter (i) name and surname, (iii) email address and (iv) postal address, if available. G2A.COM shall immediately confirm to the User, who is a consumer, the receipt of the withdrawal from the agreement in feedback to him/her on a durable medium, including via e-mail.

13.5.  If the termination of the agreement has been made by G2A.COM the Users, Sellers, Selling Users cannot create another Account on the Site without G2A.COM’s consent.

13.6.  G2A.COM has the right to temporarily restrict or suspend access to the Users, Sellers, Selling Users’ Account if its security is compromised in any way or if significant violations of this agreement or the law (by the Users, Sellers, Selling Users) are discovered (if G2A.COM will not terminate the agreement because of this). Execution of this paragraph’s decisions cannot violate consumer rights.

**14.  Final Provisions**

14.1.  The ‘Privacy and Cookies Policy’ and the “[Table of fees and commissions](https://supporthub.g2a.com/seller/en/income-fees/table-of-fees-and-commissions-august-2019-)” constitute integral parts of these Terms and Conditions, binding upon all registered Users.

14.2.  Neither User nor the Seller may not transfer their rights, obligations or claims arising hereof to any third party without prior written consent of G2A.COM. The Users and the Sellers hereby consent to and agree that G2A.COM may transfer the rights and obligations arising from the agreement between G2A.COM and the Sellers and/or the Users to a third party.

14.3.  The processing of any data received by the administrator of the Site in relation to its functioning is made in accordance with the Privacy and Cookies Policy and the User agrees to it when accepting these Terms and Conditions. G2A.COM may transfer the rights and obligations arising from the agreement between G2A.COM and the Seller and/or the User to a third party, to which the User and the Seller agree.

14.4.  Any communication with the Site’s administration shall be made by e-mail to the address: support@g2a.com. All legal inquiries shall be directed to legal@g2a.com

14.5.  Any comments and remarks on Users or Sellers violations of these Terms and Conditions shall be notified with G2A.COM to the address: support@g2a.com

14.6.  Should any provisions hereof prove to be invalid or ineffective, they will not affect the validity of the remaining provisions. Invalid or ineffective provisions will be replaced by such valid provisions which reflect the economic value, intention of the parties and objective of the invalid or ineffective provisions to the highest extent.

14.7.  Due to local laws and restrictions that may be present in the User’s jurisdiction not all features of the Site may be available and as such, some terms and conditions may not be applicable.

14.8.  Section headings and other headings in this Terms and Conditions are for reference purposes only and shall not affect the meaning or interpretation thereof.

14.9.  These Terms and Conditions are governed by the laws of Hong Kong without reference to their conflicting provisions, unless the domestic law applicable to the User being a consumer provides otherwise. Parties approving these Terms and Conditions are exclusively subject to the jurisdiction of courts in Hong Kong, unless the domestic law applicable to the User being a consumer provides otherwise.

FORM OF WITHDRAWAL FROM THE SALE CONTRACT

[full name of the User]   
  
G2A.COM Limited 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong   
  
I hereby withdraw from the Sale Contract of the following products/services:  
  
Date of the order: [\_\_]

Date of receipt of the products: [\_\_]

Name and surname: [\_\_]

Delivery address: [\_\_]

Please refund the price you paid along with the costs incurred by me/us to this bank account number/as follows User signature (only if this form is send via register mail): [\_\_]

Place and date: [\_\_]

Signature [\_\_]