

Game Platforma S.R.O.

General Terms and Conditions of Sale of Digital Products

I. General Information

1. Welcome to gameplatforma.com - a site operated by Game Platforma S.R.O. We are registered in Slovakia: identification number: 46 414 029, address Sovietskych hrdinov 165, 08901 Svidník, tax number: 2023369381.
2. These Game Platforma S.R.O. General Terms and Conditions of the Sale of Digital Products (“Terms”) govern the relations between the contractual parties of the purchase contract, where one party is Game Platforma as the seller (from here on as the “Seller” or “Game Platforma” or “we” or “us”) and the other party is an entrepreneur as defined below (from here on as the “Buyer” or “you”). Further information on the Seller is listed on the webpage www.gameplatforma.com in the section “Company”.
3. PLEASE READ THESE TERMS CAREFULLY BEFORE PAYING FOR DIGITAL PRODUCTS. YOUR PAYMENT FOR THE DIGITAL PRODUCTS INDICATES YOUR AGREEMENT TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THE CURRENTLY POSTED TERMS. SHOULD YOU OBJECT TO ANY OF THESE TERMS, OR ANY SUBSEQUENT CHANGES TO THESE TERMS, YOUR ONLY RECOURSE IS TO IMMEDIATELY DISCONTINUE YOUR USE OF MICROSERVICE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SITE AND MICROSERVICE.
4. These Terms set up the terms on which we supply any of the following digital products via our distribution portal/platform on the Internet microservice on the webpage www.b2b.gameplatforma.com (from here on as “Microservice”) to you:
 - a) activation keys and prepaid cards for Steam, Orgin, Battle.net and other online gaming platform games,
 - b) PlayStation Network cards,
 - c) XBOX Live and XBOX Points scratch cards.All the above mentioned products are in electronic version. All codes are delivered in digital version and have a form of a sequence of characters generated by the manufacturer or a scan of a physical card containing the key (“Digital Products”). Digital Products can be uploaded from the Game Platforma distribution portal/platform on the Internet.
5. These Terms apply to the Buyer who is an entrepreneur, understood as: (i) a person registered in the commercial register, (ii) a person doing business under trade license, (iii) a person doing business under regulations other than trade license based on an individual regulations, (iv) a person in agricultural production and registered in the register based on individual regulation (from here on as the “Buyer” or “you”). If you do not qualify, you may not use the Microservice and you may not purchase Digital Goods.
6. Please note that Game Platforma reserves the right to change these Terms at any time and from time to time, for any reason in our sole discretion, without any liability or obligation to you, with or without notice. We may post or display notices of any material changes to the

Terms. Please also check these Terms periodically for changes. Once we post them on the Site, these changes become effective immediately to your continued purchase of Digital Products (as defined below) following the posting of any changes to these Terms will confirm your acceptance of those changes and you will be deemed to have agreed to be bound by the changes. These Terms constitute a binding, legal agreement between you and Game Platforma and have the same force and effect as if you signed them. A current copy of these Terms can be accessed and viewed at any time on the homepage of Game Platforma.

7. The Terms set forth herein are in addition to the Terms and Conditions of the Site Game Platforma located at “Terms and Conditions” as well as Game Platforma’s Privacy Policy located at “Privacy Policy”. In the instance that any of the Terms conflict with the Terms and Conditions, the Terms shall prevail. In the event that the Terms are in disaccord with the Privacy Policy, the Privacy Policy shall prevail.
8. No deviation, modification or from these Terms is valid unless it is in writing and signed by a duly authorized representative of Gama Platforma.

II. Registration, Account

1. Access to Microservice and the purchase of any Digital Products is preceded by a verification process during which the Seller is obliged to verify the Buyer. After successful completion of the verification process, the Buyer will be given access to Microservice and will be able to purchase any Digital Products. In order to conduct the verification process, the Seller may ask you for additional documents and/or additional information including your personal data. If the Seller needs to confirm your identity, the Seller will try to confirm whether you are registered in the commercial register or any other similar register for entrepreneurs. If the Seller is not able to do this, he/she will ask you to submit some documents.
2. When participating in the verification process, you hereby agree to provide only true, accurate, current and complete data and/or information and to update it as necessary to maintain its truth and accuracy.
3. After a successful verification process, you will be assigned to an account manager as your personal contact. We will register you in our Microservice and create your account with a user ID and a password. The password will be automatically generated and will be sent only to you. We do not have access to your password.
4. You should keep any account details (including your user ID and password) safe and should not share or disclose them to anyone. Please notify us immediately if you suspect your account details have been compromised. You are responsible for all orders placed/activity undertaken using your account details.
5. The password should be changed every three months in order to safeguard your account. Passwords must be at least 8 characters in length, and contain at least 3 special characters for example, numbers and a symbol, such as: !@#\$%*%?.
6. You are solely responsible for your user ID and for your password. Your account may only be used by you. We are not responsible for any misuse of your account, ID or your password. You agree to accept all risks of misuse as a result of unauthorized access to your account and hold us and our affiliates harmless from and against any misuse use of your account

or your user ID, including, but not limited to, improper or unauthorized use by someone to whom you revealed your password yourself.

7. Please note that, you are responsible for maintaining the confidentiality and security of your user ID and password at all times, and you agree to notify us if your password is lost, stolen or disclosed to an unauthorized third party, or may have been compromised otherwise. You are solely responsible for all activities and transactions that occur under your account, and we are not responsible for any misuse of your account, including without limitation in the event that your password is stolen or revealed to a third party and/or used for transactions. You agree to immediately notify us of any misuse of your account or any other breach of security known to you.
8. The Above Terms of “Registration, Account” are also applicable to Suppliers of Game Platforma.

III. Placing an order, price and payments

1. Your account manager will provide you with constant updates regarding current Digital Products available.
2. To order any Digital Product you need to contact your account manager. After placing an order for a Digital Product, you will receive an e-mail from us setting out the details of your order and an electronic proforma invoice.
3. The contract for the purchase of any “Digital Products” will be between the Buyer and Game Platforma and will only be formed when Game Platforma makes the Digital Products available, and once we have received payment in full for the Digital Products. Until we make the “Digital Products” available and receive payment in full, there is no contract between the Buyer and Game Platforma for the Digital Products. Game Platforma reserves the right, at our sole discretion to reject any order we receive.
4. All Digital Products featured by our account manager are subject to availability. We reserve the rights to change or remove a Digital Product at any time without notice or liability to you.
5. We will upload files with ordered Digital Products into your account at Microsystem within 72 business hours of payment being received. You will have 24 hours to download Digital Products from your account, if you do not download Digital Products within this time you are obliged to contact your account manager, who will be able to upload them again.
6. Title and all risk of loss or damage to the Digital Products shall pass from the Seller to the Buyer when the Digital Products are uploaded by the Seller into the Buyer’s account on the Microservice.

IV. Price

1. The price of all Digital Products will be as quoted by Game Platforma at the current time, except in the case of obvious errors. We will not accept any offers for Digital Products other than at the then current time.
2. Prices for Digital Products are liable to change at any time, but changes will not affect orders in respect of which we have already taken payment and made the download available.

V. Quality and Warranty

1. The Buyer shall have sixty (60) days after delivery to inspect and verify that each Digital Product is fully functional (referred to as the “Inspection Period” hereinafter). Should the Buyer discover any defect in the Digital Products attributable to the Seller, the Buyer shall promptly notify the Seller. The Buyer hereby warrants for the duration of the Inspection Period that the Digital Products are:
 - a) fully operational; and
 - b) correspond and comply with any and all representations, descriptions, advertisements, brochures, drawings, specifications and samples made or given to Licensee.
2. If the Buyer notifies the Seller within the Inspection Period of any defect, upon verification by the Seller, the Seller shall within seven (7) days of the Buyer’s notice, at the Seller’s discretion, either issue a refund to the Buyer for any defective Digital Products or replace, at no additional cost to the Buyer, the defective Digital Products with a functional version of the same Digital Products.
3. For any notice of any defective Digital Products by the Buyer that is outside the Inspection Period, the Seller shall have no obligation to assist or refund the Buyer.

VI. Interruption of Service

1. We reserve the right to interrupt the Game Platforma site and/or Microservice or any part thereof from time to time on a regularly scheduled basis or otherwise with or without prior notice in order to perform maintenance. You agree that we will not be liable for any interruption of the Service or any part thereof, delay or failure to perform resulting from any causes whatsoever.
2. You acknowledge that Game Platforma site and/or Microservice or any part thereof may be interrupted for reasons beyond our control, and we cannot guarantee that you will be able to access the Service whenever you may wish to do so. We shall not be liable for any interruption of the Services, delay or failure to perform, resulting from any causes whatsoever.

VII. Force Majeure

1. In this Section, “Force Majeure” shall mean any event beyond the reasonable control of the Buyer or the Seller, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include but not be limited to war, insurrection, riot, civil unrest, sabotage, boycott, embargo, explosion, fire, earthquake, flood, unavoidable accident, epidemic, act of God, action or inaction of any governmental official or agency (civil or military) and refusal of any licences or permits, if properly applied for.
2. If either the Seller and/or the Buyer is prevented from or delayed in performing any of their obligations under these Terms by an event of Force Majeure, then they shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

3. The Seller and/or the Buyer who has given such notice shall be excused from the performance or punctual performance of their obligations under this Agreement for as long as the relevant event of Force Majeure continues and to the extent that such performance is prevented or delayed. The occurrence of any event of Force Majeure affecting either party shall not give rise to any claim for any damages or additional costs and expenses suffered or incurred by reason of Force Majeure.
4. If the performance of the work by the Buyer is substantially prevented or is delayed for an aggregate period of more than sixty (60) days on account of one or more events of Force Majeure during the currency of this Terms, Buyer and/or the Seller may terminate this Agreement by giving written notice to the Seller and/or the Buyer as the case may be.

VIII. Indemnification

You agree to indemnify and hold the Seller (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of Digital Products; (b) your violation of these Terms; or (c) your violation of applicable laws or regulations. The Seller reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify the Seller and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of the Seller. The Seller will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

IX. Disclaimers

1. Digital products and any related services are provided "as-is" and "as available" and the Seller expressly disclaims any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. The Seller makes no warranty that digital products: (a) will meet your requirements; (b) will be available on an uninterrupted, timely, secure, or error-free basis; or (c) will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe.
2. To the fullest extent permissible by applicable law, we hereby disclaim all liability for product defect or failure, claims that are due to normal wear, product misuse, abuse, product modification, improper product selection, non-compliance with any codes, or misappropriation.
3. To the fullest extent permissible by the applicable law, the Seller hereby disclaims any and all responsibility, risk, liability, and damages arising out of death or personal injury resulting from the models.
4. The Seller assumes no responsibility, nor will be liable, for any damages to, or any viruses or malware that may infect your computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing the Game Platforma websites, or your download of any information or materials from the site.

5. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

X. Limitation on Liability and Release

1. In no event shall the Seller be liable to you or any third party for any lost profit or any indirect, consequential, exemplary, incidental, special, or punitive damages arising from or relating to these Terms or your use of, or inability to use, the Microservice even if the Seller has been advised of the possibility of such damages. Access to, and use of, Microservice is at your own discretion and risk, you will be solely responsible for any damage to your computer system or loss of data resulting therefrom.
2. Notwithstanding anything to the contrary contained herein, Game Platforma's liability to you for any damages arising from or related to these Terms (for any cause whatsoever and regardless of the form of the action), will at all times be limited to the amounts you have paid us in the prior 12 months (if any). The existence of more than one claim will not enlarge this limit.
3. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
4. You hereby release and forever discharge Game Platforma (and our officers, employees, agents, parents, affiliates, successors, and assigns) from, and hereby waive and relinquish, each and every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action, and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions with, or act or omission of, other sites, third-party sites & ads.

XI. Termination for Violations

1. If Game Platforma suspects misconduct, misuse, abuse, or if you violate these Terms, applicable public policies, morals, laws, or interfere with Game Platforma in any way, Game Platforma reserves the right to:
 - a) seek all remedies available in law and equity for such violations,
 - b) terminate these Terms with you, and/or suspend or terminate your account on Microservice.
2. Game Platforma further reserves the right to remove Microservice or discontinue services available on Microservice with or without notice, to terminate your authorization to use any services or, to terminate your password, if any, and to delete your account, for any reason or for no reason, immediately and at any time. Game Platforma accepts no responsibility for such deleted or removed accounts.