



## TERMS OF SERVICE

These Terms of Service govern your rights and obligations, as users of the portals administered and managed by Gaming.me. Currently, there are three (3) portals managed by Gaming.me, namely, Gaming.me, Gamernizer.com and G2G.com. Unless otherwise provided by Gaming.me, all new portals introduced and managed by Gaming.me shall be governed by these Terms of Service.

By registering an account with Gaming.me and accessing any of the Portals, you acknowledge and accept that your usage of the Portals (or any of them) shall be governed by these Terms of Service and any other specific rules, procedures, terms and conditions for the products, services or facilities offered as determined or as may be amended by Gaming.me at any time or from time to time at its absolute discretion.

### 1. Definitions

In these Terms of Service, the following words and expression shall have the following meanings unless the context otherwise requires:

- Account : means your account duly registered with Gaming.me to facilitate you using the Services available on the Portals (or any of them);
- Buyer : means a person who purchases items on the Portals;
- Gift Card : means an electronic gift card purchased on any of the Portals which contains a stored value available for redemption on the Portals;
- Items : means the goods and services listed by you for sale on the Portals and “Item” shall mean any one of them;
- WOR Tokens : means the tokens rewarded to you by Gaming.me for purchase of goods and services on the Portals, and includes such other description used for these points at any time;
- Parties : means collectively, Gaming.me and you and “Party” shall mean any one of them;
- Portals : means collectively, the web portals presently known as Gaming.me, and such other web portals of Gaming.me administered and managed by Gaming.me;

- Services** : means the services provided by Gaming.me on the Portals, including, without limitation, reselling and retailing online games and related merchandises, games publishing, online marketplace for sale of Items, subject to the conditions in these Terms of Service;
- Purchased Item** : means your item listed on the Portals purchased by the Buyer;
- Store Credit** : means the electronic credit value available in the Account at any time;
- Terms of Service** : means these Terms of Service governing the use of the Services by you as may be amended at any time and from time to time as and when Gaming.me shall in its absolute discretion deems necessary and shall include: (i) any rules, procedures, Terms of Service for products, services or facilities, as determined by Gaming.me from time to time; and (ii) any documents, directives, correspondence and agreements referred to in these Terms of Service and forming a part hereof, together with any amendments made at any time or from time to time to any of the foregoing; and
- Virtual Items** : means collectively, virtual in-games items and virtual currency, including, without limitation, virtual coins, token or points acquired in the course of playing games on the Portals.

## **2. License to Use**

In consideration of you agreeing to these Terms of Service and your continuing observance and compliance of these Terms of Service, Gaming.me hereby grants you a non-exclusive, non-transferable licence to access the Portals and use the Services upon the terms and subject to the conditions stated herein.

## **3. Representations and Warranties**

Each time when you access the Portals (or any of them), you irrevocably and unconditionally represents and warrants that:

- you are above 18 years old. Should you be less than 18 years old, your

parents are aware and have consented to you accessing the Portals and using the Services;

- your personal information and the documentation submitted in this respect, including, without limitation, your full name, telephone number, correspondence address and email address, are true and accurate. You shall forthwith notify us in writing of any changes in your personal information;
- you shall keep the password to the Account secure and confidential. You shall not at any time and under any circumstances reveal or disclose the your password to the Account to any unauthorized party and shall take all steps to prevent the disclosure of the password to the Account to any unauthorized party;
- save as otherwise permitted by Gaming.me, you shall not, directly or indirectly, use the Services for any commercial purposes;
- you shall not to use the Portals or the Services (or any of them) to conduct any fraudulent, immoral or illegal activities or such activities that may infringe the intellectual property rights of third parties;
- you shall not use any intellectual property belonging to Gaming.me or any publishers listed on the Portals, including, without limitation, trademarks or trade names, whether registered or not, without the prior written consent of Gaming.me; and
- you shall not be disruptive, be offensive or be a nuisance in any manner whatsoever to other users of the Portals or the employees of Gaming.me.
- you shall not directly or indirectly recruit and/or poach any customers obtained from the usage of the portals

#### **4. Use of Services**

You shall procure, at your own costs and expenses, the requisite equipment and software to connect and access the Portals and the ensuing use of the Services. You shall bear all charges and fees imposed by third parties in relation to and in connection with you connecting your equipment to the Portals (or any of them) It is your primary responsibility to ensure that you are acquainted with the guidelines and procedures for the use of the Services that Gaming.me may issue from time to time. Gaming.me shall not be liable for any errors, losses or damages caused by your use of the Services.

It is your responsibility to secure the information of your Account. Any notification or confirmation received by Gaming.me from your Account shall be deemed to have been issued by you notwithstanding that such notification or confirmation may have been issued by a third party, whether authorized or otherwise, and you shall be bound by such notification or confirmation.

Gaming.me shall not be liable for acting on the notification or confirmation sent through your Account. Gaming.me shall not be obliged to investigate the authenticity or authority of persons effecting the notification or confirmation or verify the completeness of such notification or confirmation. Such notification or confirmation shall be deemed irrevocable and binding on you upon receipt by Gaming.me notwithstanding any error, fraud, forgery and lack of clarity or misunderstanding in respect of the terms of such notification or confirmation. You shall immediately notify Gaming.me upon receipt of incomplete, garbled or inaccurate data or information from Gaming.me. You shall also immediately notify Gaming.me upon receipt of any data or information which is not intended for you and you shall delete such data or information from your Account. You acknowledge and agree that Gaming.me may at its absolute discretion refuse or permit you to use the Services without giving any reason or notice thereof.

Unless otherwise permitted by Gaming.me in writing, you shall not upload, post, email transmit or otherwise make available any unauthorized or illegal activities on the Portals or directly to other users of the Portals.

You shall not upload, post, email, transmit or in any other manner whatsoever make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunication equipment, including, without limitation, the Portals.

You irrevocably and unconditionally allow and permit Gaming.me to send to your Account updates on services and events offered or provided by Gaming.me.

## **5. Virtual Items**

- All Virtual Items reflected in the Account are not actually owned by you.
- You merely have a license to use the Virtual Items on the Portals (or any of them) in accordance with such terms as Gaming.me may impose from time to time.

- The value of the Virtual Items reflected in the Account does not represent any credit value in real currency. The Virtual Items cannot be exchanged for real cash.
- Unless otherwise permitted by Gaming.me in writing, you are prohibited from selling, transferring or otherwise dispose of the Virtual Items to any other persons, whether within or outside the confines of the Portals (or any of them).

## **6. Payment**

You may pay for the Services in such currency that is available on the Portals in accordance with the prevailing exchange rate determined by Gaming.me at its absolute discretion.

You shall be solely liable to make payments and applicable taxes, if any, in relation to and in connection with the usage of the Services (or any of them) through the Account.

Gaming.me shall have the absolute discretion to cancel any payment request made by you without assigning any reasons whatsoever.

Gaming.me shall be entitled to vary or modify or remove the modes of payment available on the Portals (or any of them) at any time without prior notice to you.

## **7. Sale of Items**

You may list and sell your Items on the Portals in accordance with the procedures set out herein. Prior to you listing your Items on the Portals, you must submit to Gaming.me, your telephone number and email address.

Gaming.me may at its absolute discretion:

- a. Remove or suspend, without any notice to you, any of the Items listed by you if Gaming.me is of the opinion that you have breached the terms of these Terms of Service viz-a-viz such Items;
- b. Categorize you into the relevant group of sellers based on Gaming.me' criteria; and
- c. Determine the range of prices for each Item listed on the Portals.

By listing the Items on the Portals, you have acknowledged and confirmed that:

- a. you are the legal and beneficial owner of the Items; and that you have permission to the usages of any pictures that you have uploaded.
- b. you have the right to list and sell the Items;
- c. you are able and ready to transfer title and interest in the Items to the Buyer as and when the Buyer makes payment to Gaming.me;
- d. you warrant and represent to all persons viewing the Items on the Portals that the Items are accurately described, good quality and fit for their respective purpose; and
- e. you are licensed to use the intellectual property contained or comprised in the Items and/or pictures and you have not infringed any third-party intellectual property rights.

You acknowledge and agree that Gaming.me is merely acting as a provider of the Portals which enables you to use the Services. Gaming.me shall not in any manner whatsoever be construed, at law or otherwise, to owe a fiduciary duty to you in respect of the obligations on the part of the Buyer to pay the price of the Purchased Item and the amount of such payment.

You shall resolve directly with the Buyer, any claims or complaints made by the Buyer in respect of the price, quality and condition of the Purchased Items. You shall be liable for all claims in relation to and in connection with the Purchased Items, including, without limitation, defective quality and mis description of Purchased Items.

You shall deliver the Purchased Item to the Buyer upon our notification to you that the Buyer had paid to us, the purchase price of the Purchased Item. Such delivery of Purchased Item shall be in accordance with Gaming.me delivery procedures. In amplification, all communication tools provided by Gaming.me are strictly for performing the delivery of the Purchased Item to the Buyer. You are not permitted to use such communication tools for any other purposes.

You shall indemnify and keep Gaming.me indemnified in respect of loss or damage or against any claims, proceedings, costs, demands, liabilities and expenses whatsoever sustained or incurred by Gaming.me as a result of a breach of warranties or representations or any terms and conditions of these Terms of Service by you or your failure to perform any of your obligations under these Terms of Service.

You hereby irrevocably and unconditionally authorize Gaming.me to forward your contact information to the relevant Buyer upon the Buyer's payment of the Purchased Item with us.

Upon Gaming.me' satisfactory receipt of the requisite documents and confirmation from you as evidence that you had delivered the Purchased Items to

the Buyer in accordance with Gaming.me' delivery procedures, Gaming.me will credit the purchase price of such delivered Purchased Items into the Account in the form of Store Credit, after deducting the handling costs and fees due and payable by you to Gaming.me for such delivered Purchased Items Provided Always that Gaming.me has not received any notice of dispute from the Buyer. In this respect, you hereby irrevocably and unconditionally agree and authorize Gaming.me to make such deductions of handling costs and fees from the purchase price of such delivered Purchased Items. For the avoidance of doubt, any payments made by Gaming.me to the Account shall be in accordance with the timeframe and cut-off time determined by Gaming.me, subject to such variation or modification as Gaming.me shall in its absolute discretion determine from time to time.

If you fail to resolve a dispute with the Buyer pursuant to Clause 7.5, and such dispute is referred to Gaming.me for resolution ("Referred Dispute"), you hereby irrevocably and unconditionally authorize Gaming.me to make a final decision at its absolute discretion.

If Gaming.me resolves the Referred Dispute:

- a. In favor of the Buyer, then, you hereby unconditionally and irrevocably authorize Gaming.me to refund to the Buyer all payments made by the Buyer in respect of the Purchased Items forming the subject-matter of the Referred Dispute. You shall bear all costs and fees incurred by Gaming.me in making such refund to the Buyer; or
- b. In your favor, Gaming.me shall then release to you, the purchase price of the Purchased Items forming the subject-matter of the Referred Dispute after deducting all costs and expenses incurred by Gaming.me in resolving the Referred Dispute.

In the event that you wish to withdraw the purchase price of the Purchased Items from the Account, you are then required to submit to Gaming.me, a copy of your identity card or passport.

## **8. Availability of Services**

The Services are usually available on a daily basis unless otherwise specified herein.

There may be certain times that the Services may not be available due to maintenance or malfunction of the Portals or such other reasons beyond the

control of Gaming.me. Gaming.me makes no warranty that the Services will be available at the times stated herein.

Unless otherwise provided in these Terms of Service, Gaming.me shall be entitled at its absolute discretion, without notice to you, to change the procedures, the mode of operation of the Services at any time and from time to time for any reason whatsoever.

Notwithstanding any provisions to the contrary in these Terms of Service, Gaming.me shall be entitled to:

- a. Immediately terminate, discontinue, withdraw or suspend your use of the Services without notice; or
- b. Impose conditions or restrictions on your use of the Service without notice.

In addition to and not in derogation of Clause 8.4, if you do not utilize the Services for a continuous period of three (3) months, Gaming.me may, at its absolute discretion, charge a fee for the maintenance of your Account.

## **9. Store Credit**

You must maintain sufficient Store Credit in the Account before you use the Services.

Store Credit can be topped-up in the Account through the payment methods listed on the Portals.

Store Credit can be used to purchase any of the Services or Items.

If there is insufficient Store Credit when you purchase any of the Services, Gaming.me shall have the absolute discretion to either:

- a. reject or suspend the transaction; or
- b. require you to pay the shortfall through any of the other methods of payment available on the Portals.

Gaming.me shall, as and when it deems fit, amend, modify, remove or add any Store Credit or Store Credit account without prior notice to you.

The Store Credit in the Account shall automatically expire on the last day of the second (2nd) year from the day when the Store Credit was first credited into the Account or such other timeframe as Gaming.me may determine, without prior notice given by Gaming.me.



## **10. Gift Card**

Each Gift Card must be redeemed in a single transaction by purchasing any Services on any of the Portals. If the transaction value is more than the Gift Card value, such Gift Card value in excess of the transaction value will be credited into the Account as Store Credit. If the transaction value is more than the Gift Card value, you are required to settle the shortfall with the Store Credit available in the Account or such methods of payment available on the Portals.

Each Gift Card is not transferable and cannot be exchanged with cash.

Gaming.me shall not be liable for any Gift Card that is stolen, misplaced or misused without authorization. For the avoidance of doubt, Gaming.me shall not be obliged to enquire or verify at the redemption of the Gift Card, if such Gift Card has been properly obtained.

Notwithstanding Clause 10.3, if Gaming.me has any doubts as to the authenticity of a Gift Card, Gaming.me shall have the absolute discretion to withhold, suspend or cancel such Gift Card without any prior reference to you.

Each Gift Card shall be subject to such further rules and regulations as Gaming.me may introduce at any time or from time to time.

Each Gift Card shall automatically expire on the last day of the second (2nd) year from the day when that Gift Card was first purchased or such other timeframe as Gaming.me may determine, without prior notice given by Gaming.me.

## **11. Limitation on Liability**

You agree and confirm that you shall not hold Gaming.me, its employees, agents or licensees, liable for any special, incidental or consequential damages arising out of and in relation to the Services or these Terms of Service.

## **12. Intellectual Property Rights**

All copyrights, trade marks, service marks belong to the corresponding owners/publishers and Gaming.me is not related or associated to any of the said owners/publishers in any respect. All services offered on the Portals are offered by Gaming.me, not the owners/publishers.

### **13. Reliability of Portals**

You are aware that all transactions conducted on the Portals are through telecommunication and data network.

You are fully aware that your receipt of the notification from Gaming.me and vice versa may be delayed or prevented by factors affecting the relevant service providers and other relevant parties. Gaming.me

You acknowledge and confirm that you shall take all steps and measures to check and verify the transaction history of your Account.

### **14. Account**

You shall immediately notify Gaming.me if you are aware or believe your Account has been hacked or compromised.

You shall be liable for all transactions conducted through your Account at any time prior to the receipt by Gaming.me of your notification as stated in Clause 14.1.

### **15. Disclosure of Information**

Gaming.me shall be entitled and you irrevocably and unconditionally consents and authorises Gaming.me to the extent permitted by law, to disclose or release any information pertaining to you or your transactions through the Portals to such extent that Gaming.me may at its absolute discretion deem fit to:

- a. such persons as Gaming.me may be required to disclose under the applicable law;
- b. such other persons or entity pursuant to any governmental directive or order of the court; or
- c. any other party whomsoever as Gaming.me deems fit.

Save as otherwise permitted in Clause 15.1, Gaming.me will not disclose your personal information to any other party without prior notification to you.

## **16. Applicable Laws and Regulations**

Your use of the Services shall be governed by the jurisdiction where the contracting entity of Gaming.me is domiciled.

Where required, you shall obtain the approval or consent or permission of the relevant regulatory authorities prior to using the Services.

For cross-border transactions, you shall not violate the laws existing in the countries involved in the transaction.

You shall fully indemnify, defend and hold Gaming.me and its related corporations harmless from and against any and all suits, actions, judgments, damages, costs, losses, expenses (including legal fees on a solicitors and client basis) and other liabilities arising from a breach or contravention or non-compliance with any provision of this Clause 16.

## **17. Suspension, Termination, Cancellation of Services**

The Services (or any part thereof) may be cancelled by Gaming.me at any time without prior notice to you. After cancellation, the Services (or any part thereof) may be reinstated in such manner and on such Terms of Service as Gaming.me may at its absolute discretion determine.

Gaming.me reserves the right at all times to suspend or block access to and use of the Services (or any part thereof) for any reason whatsoever and for any length of time and upon any conditions that Gaming.me may at its absolute discretion determine.

Upon cancellation or termination of the Services (or any part thereof):

- a. all rights granted to you hereunder shall immediately terminate and shall revert to Gaming.me;
- b. you shall immediately pay to Gaming.me all outstanding fees and charges due and owing to Gaming.me;
- c. Gaming.me may at its absolute discretion, decide not to act on any request received by Gaming.me after the effective date of termination;
- d. Gaming.me may at its absolute discretion, decide not to act on any confirmation or request received by Gaming.me between the date of notice is given to you and the effective date of termination (if there is a lapse of time between the two dates); and
- e. you hereby irrevocably and unconditionally authorizes Gaming.me to

deduct all money due and owing by you to Gaming.me (if any) from the moneys that are payable by Gaming.me to you in respect of the delivered Purchased Items.

## **18. Notices**

All notices and documents required to be given by you under these Terms of Service to Gaming.me shall be sent to Gaming.me by registered post to the Gaming.me address listed on the Portals. Any notice or document sent by you to Gaming.me shall be deemed served when such notice or document is received by Gaming.me.

All notices and documents required to be given by Gaming.me under these Terms of Service to you shall be sent to you by any one of the following methods:

- a. electronic mail to your last known electronic mail address according to Gaming.me records;
- b. posting the notice or communication on the Portals;
- c. notices placed with or in any of Gaming.me written communications to you;
- d. notices placed through any media; or
- e. any manner of notification as Gaming.me may at its absolute discretion determine.

Any notice or document or communication given by Gaming.me to you shall be deemed to be served and received by you on the day following the sending of such notice or document.

## **19. Waiver And Severance**

Any failure by Gaming.me to enforce at any time or for any period any one or more of these Terms of Service shall not be a waiver of them or of the right at any time subsequently to enforce these Terms of Service.

In the event that any provisions of these Terms of Service is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable Gaming.me shall amend that provision in such reasonable manner as would achieve the intention of Gaming.me or at the discretion of

Gaming.me it may be severed from these Terms of Service and the remaining provisions remain in full force and effect.

## **20. Variation**

These Terms of Service may be modified, added to, deleted or varied by Gaming.me by way of posting on the Portals or in any such other manner as Gaming.me may in its absolute discretion determine.

You agree that continued use of the Services shall constitute your acceptance of these Terms of Service (as modified and varied from time to time).

## **21. Assignment**

You may not assign its rights under these Terms of Service without the prior written consent of Gaming.me.

## **22. Binding Effect**

These Terms of Service shall be binding on your heirs, personal and legal representatives, estate, successors-in-title and permitted assigns (where applicable) you.