

# PLAYHUB

## TERMS OF SERVICE

Last updated: 21.08.2024

### 1. GENERAL PROVISIONS

- 1.1. Dealix Ltd, a company incorporated under the laws of Cyprus with registered number HE460113 and having registered address at 25 Martiou, 27, D. Michael Tower, office 105A, 'Egkomi, 2408, Nicosia, Cyprus, provides users with technical access to PlayHub platform located at the website <http://playhub.com/> (hereinafter referred to as the "Site"). PlayHub allows users to offer, sell and buy in-game goods.
- 1.2. Dealix Ltd does not own the items listed in the website and acts as an intermediary between Sellers and Buyers.
- 1.3. The use of PlayHub is licensed to users by Dealix Ltd, a company incorporated under the laws of Cyprus with registered number HE460113 and having registered address at 25 Martiou, 27, D. Michael Tower, office 105A, 'Egkomi, 2408, Nicosia, Cyprus .
- 1.4. The granted rights to use PlayHub under this Terms of Service are not sold and/or transferred in any way. Users hereby acknowledge that no title or ownership with respect to PlayHub is being transferred or assigned and the Agreement should not be construed as a sale of any rights.
- 1.5. Dealix Ltd has no control over and does not guarantee: the existence, quality, safety or legality of items advertised; the truth or accuracy of users' content or listings. You agree that PlayHub is a venue and as such Dealix Ltd is not responsible or liable for any content, for example, data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links posted by you, other users, or outside parties on the Site.
- 1.6. These Terms of Service ("Agreement" or "Terms"), the Privacy Policy, and all other policies and guidelines posted on the Site set out the terms and conditions on which Dealix Ltd offers users access to and use of PlayHub. This Agreement is entered into between users of PlayHub and Dealix Ltd.
- 1.7. By accessing or using PlayHub, you hereby agree to accept terms and conditions set forth in this Agreement as a User. You shall be bound by terms and conditions of this Agreement with respect to your access or use of the Site and any further upgrade, modification, addition or change to the Site. If you do not accept all of the terms and conditions of this Agreement, please do not use PlayHub.

### 2. DEFINITIONS

- 2.1. "User" (also "You") – any person who accesses the Site for whatever purpose, regardless of whether said User has registered on the Site. A User includes any person using the Site and any legal entity which may be represented by such person under actual or apparent authority.
- 2.2. "Platform", "We" – a web-platform located on the Site owned and administered by Dealix Ltd.
- 2.3. "Buyer" – User who accesses and uses the Site for the purpose to buy the goods offered by Sellers on the Site.
- 2.4. "User Content" - information, text, images, video clips, directories, files, databases or offers available on or through the Site.
- 2.5. "Seller" – User who accesses and uses the Site for the purpose to sell the goods to Buyers through the Site.
- 2.6. "Offer" – the offer for provision of in-game goods.

- 2.7. “Order” – Offer which was ordered by a User.
- 2.8. “Services” – technical access to the Site, Offers and other content on the Site provided by the Platform.
- 2.9. “Trusted Seller” – the status which User may obtain by filling in the special form provided by the Platform. Platform has a right to remove the status if the User commits fraud activity.

### 3. USE OF THE PLATFORM

3.1. The Platform provides the following functionality:

- provision of different Offers which may be accepted by Buyers;
- selection of Orders by Sellers;
- ensuring of interaction between Sellers and Buyers.

*Users are allowed to use products and services offered on the Platform when it is compliant with laws, regulations and applicable legal documents. Platform is not responsible for any violations of laws or third-party rights by Platform Users.*

- 3.2. The Platform grants Users with a non-exclusive license which provides access to the Platform’s functionality in accordance with the clause 3.1 hereof.
- 3.3. Interaction between Sellers and Buyers should be made solely on the Platform, otherwise profiles of Users will be blocked.
- 3.4. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Platform.
- 3.5. We make no promise that the Platform is appropriate or available for use in all locations. You acknowledge that you are using the Platform at your own initiative and are responsible for compliance with local laws where they apply.
- 3.6. The Platform reserves the right to suspend access to the Platform for Users at its sole discretion.
- 3.7. Platform may send:
  - system notifications that you cannot unsubscribe from: for example, to confirm registration, to notify you that your profile or adverts are restricted;
  - service alerts related to your activity on PlayHub, such as receiving a message from another user, personalised collections of ads of interest;
  - marketing and informational notices: tips from PlayHub, invitations to participate in research, promotions and Company news.
- 3.8. Platform may send you messages in the notification center in your profile, to your email address, and in messages on PlayHub.
- 3.9. You can manage service alerts, information and marketing notifications in your profile settings. Settings may vary by device.

### 4. LIMITATIONS FOR USING

Our Platform is considered to be general audience and is targeted at adults of the legal age of majority in his/her country and state of residence.

## 5. REGISTRATION

- 5.1. Use of Platform may require registration. You can authorize on the Platform in two ways: 1) by using Your profile on any social network connected to the Platform; 2) by providing an e-mail address and a unique password.
- 5.2. You agree to protect the confidentiality of information used to access Your account. You also agree to immediately notify us of unauthorized (carried out by a third party without consent) access to the account, using Your email address and password, and/or of any other breach of (suspicion of violating) confidentiality of the email address and password.
- 5.3. You shall provide genuine, accurate and complete information during registration and maintain it up to date. If you provide false information during registration on the Platform, and/or we have reasonable grounds to believe that the information given or provided by You is false, inaccurate, or incomplete, we have the discretion to block and/or remove Your account.
- 5.4. You are responsible for making sure that Your password and any other account details are kept secure and confidential. To access Your account, You must enter the email address and the password selected during registration on the Platform.
- 5.5. If we have reason to believe that there is a breach of security or misuse of the Platform through Your account or the use of Your password, We may notify You and require You to change Your password, or We may suspend or terminate Your account.
- 5.6. Your privacy and personal information are important to us. Any personal information that You provide to us, including as part of the registration process, will be dealt with our Privacy Policy. It explains what personal information we collect from You; how and why we collect, store, use and share such information; Your rights in relation to Your personal information; how to contact us and supervisory authorities in the event You have a query or complaint about the use of Your personal information.
- 5.7. While we try to make sure that the Platform is secure, we do not actively monitor or check whether information supplied to us through the Platform (other than personal data and financial information) is confidential, commercially sensitive or valuable.

## 6. TRANSACTIONS BETWEEN SELLERS AND BUYERS

- 6.1. Making an Order
  - 6.1.1. To make an Order you must complete the following actions:
    - Choose the relevant characteristics of the Order from the proposed ones and click «Buy now». The Offer price includes remuneration for the provided Services, licensee fee for the use of Platform's functionality and VAT at the applicable rate as well as the timeframe for the provision of the Services.
    - If You agree with the offered conditions, proceed with the payment.
    - Once the payment is made, You will receive the confirmation of the Order acceptance via e-mail.
    - If the payment is successful, the Order is created with the status "In progress".
    - The Seller fulfils the order.
    - Then you have 2 days to check the Order while the Order has the status "Acceptance". If the Order is performed and you do not have any complaints, you can finish the Order.
    - If you have any complaints about the Order, you can initiate a dispute through the chat with support.

- If the support agrees with you, the Order will be cancelled. In some cases, you may receive the refund. (See section 5.4.)

## 6.2. Making an Offer

### 6.2.1. To make an Offer you must complete the following actions:

- Read the rules of the Platform.
- Click the "Sell" button.
- Select the category of goods and fill in the form for the chosen category.
- Publish the Offer.
- In case the User does not have the status of "trusted seller", the Offer is moderated by the Platform.
- If the moderation is successful, the item is published on the Platform. If not, the publication of the Offer will be cancelled and deleted.

## 6.3. Price and Payments

### 6.3.1. The Price is considered to be final and cannot be amended and/or changed after you accept the Offer on the Platform by clicking the button "Buy now" and completing the payment process.

### 6.3.2. All prices are in USD or EUR and include VAT at the applicable rate.

### 6.3.3. You can make a Payment using electronic payments (Stripe, Skrill), credit/debit cards and through other means as may be available on the Platform from time to time.

### 6.3.4. The Order is considered to be made at the moment when the funds are debited from the User's card or other means of payment.

### 6.3.5. When the Order is made, the funds are transferred to the Seller's balance integrated to the Platform. In order to transfer the funds to Seller's card, the Seller has to fill in the KYC form.

## 6.4. Cancellation

### 6.4.1. The Seller has a right to cancel an Order if he/she is not able to complete the Order.

### 6.4.2. The Platform also has a right to cancel the Order due to technical reasons.

### 6.4.3. In case of the cancellation, money paid by the Buyer will be transferred to the Buyer's balance integrated to the Platform.

## 6.5. Refunds

### 6.5.1. You will receive a full refund on your card in case:

- You did not receive your Order;
- Your Order does not match listing details;
- Your Order does not work as expected.

### 6.5.2. You will receive a partial refund if your order is incomplete. The refund will be proportional to the percentage of non-fulfilment of the order. *For example: if your order is 70% complete, you will receive a 30% refund.*

### 6.5.3. The percentage of Order fulfilment is determined by the Platform and is not subject to appeal.

### 6.5.4. You can request a refund by creating a dispute or by contacting our customer support via live chat or via email [support@playhub.com](mailto:support@playhub.com). The refund process can take up to 2 weeks.

### 6.5.5. Refund policy does not cover the following:

- Buyers have verified and confirmed the receipt of the order.
- Transactions made outside of the Platform.

- Refunds will not be issued due to buyer's dissatisfaction with the product, remorse, mistakenly purchased items

## 7. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 7.1. The intellectual property rights on the Platform and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Platform are owned by Dealix Ltd.
- 7.2. We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, rights to trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world.
- 7.3. Nothing in the Agreement grants You any legal rights in the Platform other than as necessary for Your access it. You agree not to adjust, try to circumvent, or delete any notices contained on the Platform (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Platform.
- 7.4. You undertake not to download, publish, store, provide access to, or otherwise distribute any information and/or material available on the Platform in any way that may violate rights of any third party. We shall not be liable nor undertake any responsibility for any violations of rights of third persons, caused by the disclosure by You of any private information or other information that violates rights of third parties.

## 8. LIMITATION OF LIABILITY

- 8.1. If We breach the Agreement or are negligent, We are liable to You only for foreseeable loss or damage that You suffer as a result. By "foreseeable" We mean that, at the time the Agreement was formed, it was either clear that such loss or damage would occur or You and We both knew that it might reasonably occur, as a result of something We did (or failed to do).
- 8.2. We are not liable to You for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.  
We will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
  - loss of profits;
  - loss of sales or business;
  - loss of agreements or contracts;
  - loss of use or corruption of software, data, or information;
  - any indirect or consequential loss.
- 8.3. Our total liability to You arising under or in connection with the Agreement, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the greatest of amount paid by You on the Platform (if any). The existence of more than one claim will not lead to an increase of this limit.
- 8.4. Subject to clause 7.1 above, in no event shall we, our officers, directors, employees, or agents be liable to You or to any third party for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever arising from or related to either this Agreement, or use of the Services or the Platform.
- 8.5. Nothing in the Agreement excludes or limits our liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.
- 8.6. We are not liable to You if we fail to comply with the Agreement because of circumstances beyond our reasonable control.

8.7. You agree that You are obliged to indemnify and hold harmless Dealix Ltd and its officers, directors, employees and agents from any third-party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use of the Services, User Content published by You or your violation of these Terms of Service. This indemnity covers any liability or expense arising from claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees.

## 9. WARRANTY DISCLAIMER

9.1. Except where prohibited by applicable law, the part of the Services consisting of technical support of the Platform itself are provided “as-is” and “as available” and we expressly disclaim 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.

9.2. We make no warranty that Services (whether in part or in full) stated above, or the Platform will:

- meet your requirements;
- be available on an uninterrupted, timely, secure, or error-free basis; or
- be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe.

## 10. PROHIBITED ACTIONS

10.1. Users shall not reverse engineer, decompile, or disassemble any software, prototypes, or other tangible objects of the Platform and/or any game developers, or attempt to do so, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

10.2. Users are not allowed to post illegal content such as:

- Illegal activity
- Child Sexual Abuse Material or any content that exploits or harms children
- Generation of hateful, harassing, or violent content
- Content that expresses, incites, or promotes hate based on identity
- Content that intends to harass, threaten, or bully an individual
- Content that promotes or glorifies violence or celebrates the suffering or humiliation of others
- Generation of malware
- Content that attempts to generate code that is designed to disrupt, damage, or gain unauthorized access to a computer system.
- Activity that has high risk of physical harm, including:
  - (a) Weapons development
  - (b) Military and warfare
  - (c) Management or operation of critical infrastructure in energy, transportation, and water
  - (d) Content that promotes, encourages, or depicts acts of self-harm, such as suicide, cutting, and eating disorders

- Activity that has high risk of economic harm
- Fraudulent or deceptive activity, including:
  - (a) Scams
  - (b) Coordinated inauthentic behavior
  - (c) Plagiarism
  - (d) Academic dishonesty
  - (e) Astroturfing, such as fake grassroots support or fake review generation
  - (f) Disinformation
  - (g) Spam
  - (h) Pseudo-pharmaceuticals
- Adult content, adult industries, and dating apps, including:
  - (a) Content meant to arouse sexual excitement, such as the description of sexual activity, or that promotes sexual services (excluding sex education and wellness)
  - (b) Erotic chat
  - (c) Pornography

## 11. GOVERNING LAW

11.1. Unless this Agreement includes express language to the contrary, all disputes shall be governed by and construed under the laws of the Republic of Cyprus, without regard to choose of law principles. You and Dealix Ltd agree to submit to the exclusive jurisdiction of the state and federal courts in Cyprus, and You and Dalix Ltd consent to venue in and personal jurisdiction before such courts (but without prejudicing either party's rights to remove a case to federal court if permissible). This paragraph will be interpreted as broadly as applicable law permits.

## 12. MISCELLANEOUS

- 12.1. No one other than Us or You have any right to enforce the Agreement.
- 12.2. We may transfer our rights under the Agreement to another business without Your consent, but we will notify You of the transfer and make sure that Your rights are not adversely affected as a result.
- 12.3. You are not allowed to transfer Your rights under the Agreement to anyone without our prior written consent.
- 12.4. No changes to the Agreement are valid or have any effect unless agreed by us in writing.
- 12.5. We reserve the right to vary this Agreement from time to time. Our updated Agreement will be displayed on the Platform and by continuing to use and access the Platform following such changes. You agree to be bound by any variation made by Us.

## 13. CONTACT US

13.1. We try to make the Platform as accessible as possible. If you have any difficulties using the Platform or any other questions, please contact us by:

- using the service of 24/7 online support via an interface in the lower right corner on the Site;
- sending the message to the following e-mail: [support@playhub.com](mailto:support@playhub.com).