

## TERMS AND CONDITIONS OF SELLYOURSKINS.COM

In force since February 19, 2021G.C.

### 1. DEFINITIONS

The following terms used in these Terms and Conditions have the following meaning:

- 1.1. Account** – an individual panel available to the Website User, enabling the User to access functionalities within the Website. The shared data is protected against the access of other Users, but may be used by the Administrator under Terms and Conditions hereunder;
- 1.2. Administrator** – SellYourSkins Limited Company, located at 13/1 Line Wall Road, GX11 1AA, Gibraltar  
**Contact details:**  
SellYourSkins Limited  
Address: 13/1 Line Wall Road, GX11 1 AA, Gibraltar  
E-mail: contact@sellyourskins.com;
- 1.3. User** – a natural person or a legal entity using the Website and in particular performing sales of virtual items, a natural person or a legal entity who under applicable legislation has legal capacity to perform such actions;
- 1.4. Website** – the content available under the internet domain sellyourskins.com conducted by the Administrator;
- 1.5. Sales** – the contract between a User and the Administrator, where the User sells his virtual items and the Administrator buys them for a fixed sum of money;
- 1.6. Service** – activities carried out within the Website;
- 1.7. Terms and Conditions** – these Terms and Conditions of the Website;
- 1.8. Steam** – a digital distribution platform through which the User may log into his Account on the Website;
- 1.9. Force Majeure** – directly or indirectly forces beyond the Administrator's control, including in particular strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural disasters or acts of God, and interruptions, loss or malfunctions of utility, communication or computer services.

### 2. GENERAL PROVISIONS

- 2.1.** The Website is run by the Administrator.
- 2.2.** The Website deals with purchase of virtual items for computer games from Users.

- 2.3.** By using the Website, you acknowledge that you have read the Terms and Conditions and fully accept them. If you do not agree with these Terms and Conditions, you are obliged not to use the Website.
- 2.4.** By using the Website, you agree that the Administrator at any time has the right to temporarily or permanently suspend the activity of the Website or to remove it for any reason.
- 2.5.** These Terms and Conditions specify the rules of operating the Website, in particular:
- a) rules of using the Website;
  - b) rules of logging in and using the Account within the Website;
  - c) terms and conditions of the transaction process;
  - d) rules of concluding Sales with the use of Services provided within the Website;
  - e) complaint procedures.
- 2.6.** By using the Website, User declares and warrants that:
- a) is full of age and has full capacity to contract under the jurisdiction of his country. The Website may be used by Users who are at least 15 years old only if they have the consent of their legal guardian;
  - b) is aware of and has knowledge of the use of digital goods, has a full understanding of their functioning, is aware of the risks and any restrictions associated with digital goods, in particular those related to their use, sale and purchase, and has the necessary and relevant knowledge and experience to purchase, use and manage them, and is solely responsible for any assessment based on that knowledge;
  - c) will not use the Website in any manner inconsistent with its basic use and for purposes inconsistent with its purpose;
  - d) will not use the Website for purposes violating the law;
  - e) controls only his own credentials (personal data, logins, passwords) and does not act on behalf of any third party.
- 2.7.** The pages of the Website may contain links to third-party websites and services. Such links are provided for your convenience but the Administrator shall not be deemed to recommend or promote any third-party website or its content except as expressly provided by the Administrator. The Administrator does not guarantee the security of any third-party website or the compliance of such website with your expectations. Furthermore, the Administrator is not responsible for maintaining any materials referred to by another website and makes no warranties, recommendations or endorsements of any kind about this website or the relevant service. The Administrator is not responsible for any damages or losses or other consequences, directly or indirectly resulting from the use of any content, goods or services available on or through such third-party websites or resources. The User must be aware that these services may have their own

rules. The Administrator accepts no responsibility for these policies. The User should read the relevant policies before using these services.

**2.8.** The following minimum technical criteria must be met, in order to use the Website:

- a) Internet Explorer 8.0 or newer, with ActiveX, JavaScript and cookies on,
- b) Mozilla Firefox 22.0 or newer, with Java applets, JavaScript and cookies on,
- c) Google Chrome 28.0 or newer, with, JavaScript and cookies on,
- d) Opera 12.0 or newer, with Java applets, JavaScript and cookies on, or
- e) Apple Safari 5.0 or newer, with Java applets, JavaScript and cookies on;
- f) recommended minimum display resolution: 1024 x 768 pixels.

**2.9.** In order to use Website, the User should have access to a computer or any device with Internet access.

**2.10.** In order to use the Website, User should have an active e-mail account (e-mail).

Users may access those Terms and Conditions at any time via the link provided on the homepage of the Website.

### **3. LOGGING IN TO THE SERVICE**

**3.1.** The Account service enables Users to use the full functionality of the Website after Logging in.

**3.2.** The Logging in to the Account on the Website is voluntary and free of charge, yet the User cannot perform Sales and access the full functionality of the Website without Logging in.

**3.3.** A User can log in to the Website through his Steam account after clicking the "Sign In" button on the homepage. If you are not yet logged into Steam in your browser, you will need to enter your relevant login, password and Steam Guard Mobile Authenticator code. The User is not allowed to Log In with any account that does not solely and exclusively belong to him or that he shares with any other individuals.

**3.4.** In connection with the Anti - Money Laundering (AML) procedures, the Administrator may request additional information concerning the User who is carrying out transactions through the Website, in particular the Administrator may request to provide personal details such as name, surname, date of birth, country and address, telephone number, or in specific and limited cases any data required to verify his identity deemed appropriate by the Administrator, including the User's identity documents appropriate for their country of origin. In case of failure to submit requested information or if the Administrator questions the legality of the User's action, Administrator reserves the right to cancel the transaction and the items will be refunded within 14 working days.

- 3.5.** Administrator has the right to refuse access to and use of the Website without any explanation or further announcements to any residents of countries which are subject to US or EU sanctions, embargos, especially trade or economic sanctions.
- 3.6.** The User must read and approve these Terms and Conditions and consent to the processing of his/her personal data provided at the registration or further use of the Website and marked as obligatory. Providing the data marked as obligatory is necessary to create the Account, place and process the Sales, as well as for the correct provision of Services. Providing the data marked as obligatory is voluntary, yet necessary to use the Services. Providing the data not marked as obligatory is voluntary and is not necessary in order to create the Account.
- 3.7.** By logging in to the Website, you agree to receive electronic correspondence from the Administrator via e-mail. Electronic correspondence may concern in particular the User's relationship with the Website, relevant information on the functioning of the Website. Administrator may also send promotional materials, in particular newsletter, special offers, questionnaires which he considers interesting for the User. User is entitled to cease receiving promotional materials at any time by sending this information to the Administrator via e-mail.
- 3.8.** Administrator declares that he is not in any way affiliated, connected or related to Valve Corporation or Valve S.a.r.l., which is the owner of Steam, or to any other companies related to them. The User is fully and exclusively responsible for his/her Steam account used to Log In into the Website.

#### **4. TRANSACTION PROCESS**

- 4.1.** The following steps need to be taken in order to carry out successful transactions:
- a. Steam mobile application has been installed by the User at least 7 (seven) days prior to carrying out a transaction via the Website to validate the status of the transaction involving in-game content;
  - b. The Steam Guard Mobile Authenticator token has been activated and running consistently on his/her mobile device for at least 15 (fifteen) days prior to the carrying out of a transaction via the Website;
  - c. The User's Steam account password has not been changed for at least 5 (five) days prior to carrying out transaction through the Website. If your Steam account has not been active or used for the last two months, the User's Steam password should not have been changed in the last 30 (thirty) days prior to carrying out a transaction through the Website

- d. The device with previously installed Steam application was not changed for at least 7 (seven) days before carrying out a transaction via the Website.
- e. If any of the above steps are not taken, the Administrator has the right to cancel the transaction without compensation.

**4.2.** In order to effectively and fully complete the transaction process, the following steps must be followed:

- a. The User logs into the Website using a Steam account;
- b. After logging in, the User is shown a list of virtual items that are in his possession (belong to the Steam account he has Logged In with), each with the price the Administrator offers to be transferred through the selected mean of payment after fully completing the Sales process;
- c. If the User accepts the price for a given virtual item and decides to sell it, therefore conduct a full Sales process, he/she is obliged to provide correct required personal and payment details and accept the trade offer for their virtual video games item sent out by the Administrator. The User shall not accept nor send out any other offers than the one directly linked on the site, accessible by clicking a relevant button during the Sales process;
- d. Upon receipt of the virtual item(s) by the Administrator, the declared sum is automatically sent to the payment details provided by the User. Such transfer of funds is processed by the Administrator or by a third-party operator immediately after the Sales and item transfer process has been confirmed finished in the Administrator's system.

**4.3.** The User does not have the right to cancel or file complaints regarding the transaction once the purchased item is successfully received by the Administrator and the Sales process has finished.

**4.4.** Administrator reserves the right to cancel the transaction carried out through the Website at any time without any necessary explanation.

**4.5.** The list of available payment operators is defined by the Administrator and indicated on the Website. The available payment methods for the User differ between regions and chosen currencies due to technical and statutory reasons. Listed below are the all and only payment methods offered on the Website:

- a. PayPal - operated by PayPal (Europe) S.à r.l. & Cie, S.C.A.
- b. AdvCash Wallet – operated by Advanced Cash Limited;
- c. SEPA Bank Transfers – operated by Advanced Cash Limited;
- d. Local Bank Transfers – operated by Advanced Cash Limited;
- e. Qiwi Wallet – operated by GameMoney (Smart Payment Solutions a.s);
- f. Yandex.Money - operated by GameMoney (Smart Payment Solutions a.s);

- g. WebMoney - operated by GameMoney (Smart Payment Solutions a.s);
- h. RUB/TRY Payment card withdrawals – operated by Advanced Cash Limited;
- i. USD/EUR Payment card withdrawals - operated by GameMoney (Smart Payment Solutions a.s.);
- j. Cryptocurrencies– operated by the Administrator.

**4.6.** Detailed transaction costs are available on the homepage of the Website, after selecting the adequate method. The cryptocurrency payout fees may vary, depending on the current cryptocurrency price.

**4.7.** It is possible to make transactions in Euro (EUR), United States Dollar (USD), Pound Sterling (GBP), Russian Ruble (RUB), Turkish Lira (TRY) and such currencies may be sent out to the User via various payment methods and providers. Other currencies that might be available to view within the Website are available solely as an indicator, provided for the User's convenience and shall be treated none other than that. The Administrator does not offer transfers in those currencies, therefore additional exchange costs by a third-party may apply. The Administrator shall not be deemed responsible for covering those costs. The exchange rates for the aforementioned currencies are set by Currency Converter API, available at <https://www.currencyconverterapi.com>, in regard to the United States Dollar as the base currency of the Website.

**4.8.** The User waives his right, therefore cannot submit a complaint to the PayPal Resolution Centre, as the submission of complaints is not permitted for transactions involving virtual items. In the case of transactions involving virtual items, the User is not entitled to any external protection programs provided by the payment operators as it is not possible to control and track the delivery status of virtual items or the performance of a virtual service.

**4.9.** If there are any problems with making a payment to the payment account of the User's choice, the Administrator has the right to require the User to indicate another account or payment provider available on the Website. If the User fails to comply with the request, the Administrator reserves the right to return his/her virtual items. Items are no longer returnable if the Administrator has already made a withdrawal to the payment account specified by the User.

**4.10.** The Administrator is not responsible for any delays related to the transfer of funds to the User's account by any third-party payment operators.

**4.11.** The Administrator is not responsible for any delays related to the transfer of funds to the User's account caused by the cryptocurrency systems, networks, technical issues or any unusually high traffic or difficulties.

- 4.12.** If the transaction was unsuccessful and the User did not receive the money within 7 working days, the User should contact the Administrator via e-mail immediately after this period. Refunds will not be possible after 30 days of the transaction.
- 4.13.** Administrator has a right to use third-party payment operators for purchase and sale of virtual items by Users. The payment operator is responsible for payments and customer service related to payments. The conditions between the payment operator and the Users who use the services offered by the payment processor are regulated by separate agreements and are not subject to the Conditions contained in this Website.
- 4.14.** In order to correctly carry out transactions through the Website, the User may be required to provide personal information and data concerning payment processing to the payment operators, including consent to the processing of such data by payment services to carry out the requested transaction.
- 4.15.** For transactions made through a payment operator, the privacy policy of the relevant payment operator will be applied and the User should read it carefully. Any payments made using the relevant payment operator will be subject to the complaint procedures established by the relevant payment operator.
- 4.16.** Payment transactions may be delayed once your payment operator has confirmed your compliance with these Terms and Conditions and other applicable rules. You agree not to undertake any procedures regarding claims and disputes with third parties regarding the payment and receipt of virtual items.
- 4.17.** The User is fully responsible for providing correct payment details to the relevant payment operator or to the Administrator. In case of providing incorrect payment details, the Administrator does not guarantee any refunds or processing of the transaction with different payment details and the User is not entitled to any claims from that title, yet the Administrator will attempt to solve the situation insofar as it is able.
- 4.18.** The User shall bear the burden of covering all fees related to the transaction conducted by the payment operator in accordance with their regulations.
- 4.19.** The User is obliged to account for any taxes on its own which are imposed on him by the User's local authorities.
- 4.20.** All costs and commissions paid by the Users are non-refundable. The User is not in the right to claim damages from the Administrator.
- 4.21.** It is the User's responsibility to provide true information necessary to use the Service process the payment. If the Administrator has doubts about the accuracy of the information provided by the User, it is entitled to request additional personal data from the User. If the Administrator has detected that a User is using false data, the Administrator is entitled to cancel the transaction and/or block the User.

**4.22.** The Administrator and/or payment operators are authorized to impose a maximum daily limit on transactions in the Service. By using the Service, you fully agree to these restrictions.

**4.23.** The service does not offer services such as currency exchange, in particular cryptocurrency exchange and other services related to cryptocurrencies.

## **5. COMPLAINT PROCEDURE**

**5.1.** If the User is dissatisfied with the course of any transactions performed within the Website, he may report the complaint via e-mail: [contact@sellyourskins.com](mailto:contact@sellyourskins.com)

**5.2.** The basis for initiating the complaint procedure is a concise presentation of the irregularities justifying the complaint.

**5.3.** The only language of communication shall be English.

**5.4.** The Administrator shall respond to the content of the submitted complaint within 30 working days of its receipt.

## **6. LIMITATION OF LIABILITY**

**6.1.** The User takes full responsibility for actions contrary to the rules of online games, in particular for using real money for any purchase/sale of in-game services. The online game providers might reserve the right to block your account if you violate these rules.

**6.2.** The Administrator is not responsible for any bans or restrictions imposed on the User's account by the online games providers in particular in connection with commercial activities of the Users.

**6.3.** The User may not carry out deposit activities using the Service. Funds may be transferred exclusively to the account of the User, whose data are given during the transaction. In case of violation of this article, the Administrator has a right to initiate the procedure mentioned in Article 8.3. of the Terms and Conditions as well as the Anti – Money Laundering (AML) procedures.

**6.4.** The User is fully responsible for any unauthorized access to his Account, especially through hacking activities (e.g. Steam API key scam). The Administrator does not replace products and services that have been stolen or lost nor send funds for items that have not been delivered to the Administrator. Upon completion of the relevant transaction, Administrator is free of any liability which is also applied to partially completed transactions.

**6.5.** In no event and under no circumstances shall Administrator, its directors, members, employees or agents be liable to User for any direct, special, indirect or consequential



loss or damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise in any way connected with:

- a) the use of or inability to use or the performance of the Website;
- b) any errors or omissions in the Website's operation; any action taken in connection with License, copyright or other intellectual property owners;
- c) any damage to any User's computer, mobile device, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or net content failure or any other technical or other malfunction, including, without limitation, damages for lost profits, loss of goodwill, loss of data, content stoppage, accuracy of results, or computer failure or malfunction, even if foreseeable or even if the Service have been advised of or should have known of the possibility of such damages, whether in an action of contract, negligence, strict liability or tort (including, without limitation, whether caused in whole or in part by negligence or Force Majeure).

**6.6.** You understand and agree that it is your responsibility to ensure compliance with any laws regarding use of the Service in your country or jurisdiction of residence.

## **7. COPYRIGHTS**

**7.1.** All trademarks, logos, skins, templates, images and other objects of intellectual property (either registered or unregistered) are the property of their rightful owners and are placed in the Website for information purposes only. It is forbidden to copy, distribute and use outside the Website the content and graphic elements contained in the Website without the permission of the applicable owner.

**7.2.** Copyright and intellectual property rights to the Website as a whole and its individual elements, including domain, materials, content, graphics, works, designs and signs available within its framework belong to the Administrator or other authorized third parties and are covered by copyright protection. The protection granted to the Website covers all forms of expression. It is prohibited to copy, distribute and use outside the Website the content, materials and their elements contained in the Website.

**7.3.** The publication and use of all or part of the content presented in the Website requires the Administrator's consent.

**7.4.** These Terms & Conditions are the intellectual property of the Administrator. Any copying, distributing and using of these Terms & Conditions by the third party requires written consent of the Administrator.

## **8. MISCELLANEOUS PROVISIONS**

**8.1.** If any clause or provision in these Terms and Conditions will become unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect.

**8.2.** Administrator reserves the right to amend these Terms and Conditions for legal or organizational reasons. Each User will be informed about the content of the changes by posting a message about the change of the Terms and Conditions on the Website and maintaining this information on the Website for at least 14 consecutive calendar days. Amendments shall come into force on the date specified along with the information on amendments to the Terms and Conditions.

**8.3.** Administrator may deprive the User of the right to use the Website and may restrict his or her access to some or all of the resources of the Website with immediate effect and without the refund or assumption of any responsibility, especially in the event of User's breach of these Terms and Conditions. The User may terminate these Terms and Conditions without notice by ceasing to use the Website. Any rights granted to the User on the basis of these Terms and Conditions shall expire immediately upon termination of these Terms and Conditions by the Administrator or upon suspension of the User's access to the Service. In the event of Force Majeure or any other event that would render the provision of the Service impossible, the Administrator may, at its sole discretion and without liability to the User, with or without prior notice, block User's access to all or part of the Website.

**8.4.** Communication concerning the fulfilment and/or violation of these Terms and Conditions shall be made exclusively through the email. The only language of communication shall be English.

**8.5.** Administrator shall not be liable for any loss or damage resulting from Force Majeure.

**8.6.** All disputes arising in connection with these Terms and Conditions shall be primarily resolved amicably.

**8.7.** Settlement of any disputes arising from the application of these Terms and Conditions shall be submitted to the court having jurisdiction over the seat of the Administrator.

**8.8.** In the case of doubt as to the interpretation or validity of the provisions of these Regulations, the laws of Gibraltar shall apply.