



## TERMS AND CONDITIONS OF SERVICE

### 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 or third-persons, but may be used by the Administrator under Terms and Conditions hereunder;
- 1.2 Administrator** – SKINFINITY.GG, registered under the National Official Business Register (REGON) number: 386079755, located under the address: 18 Stefana Batorego Street, Unit 108, 02-591 Warsaw, Poland;
- 1.3 Applicable Law** – law of Republic of Poland, to the exclusion of the UN CISG unless the user is domiciled within the EU and specific consumer protection provision in the User's home country are more favourable;
- 1.4 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;
- 1.5 Privacy Policy** – regulations set out in separate document under the website: <https://sellyourskins.com/files/privacy.pdf>, which describes how Administrator collect, use, process, and disclose User's information, including personal information, in conjunction with User's access to and use of this Website;
- 1.6 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;
- 1.7 Service** – activities carried out within the Website;
- 1.8 Steam** – a digital distribution platform through which the User may log into his Account on the Website;
- 1.9 Terms and Conditions** – these Terms and Conditions of the Website;
- 1.10 User** – a natural person using the Website, who under applicable legislation has legal capacity to perform such action;

- 1.11 Virtual Items** - means digital items that exist in digital form and designated for use in games or otherwise utilized, or have a memorable and collectible nature and properties or which value is inherently subjective;
- 1.12 Website** – the content available under the internet domain [sellyourskins.com](http://sellyourskins.com) conducted by the Administrator; The Website is not an online shop, but merely an online platform where Users may conduct transactions with Virtual Items between them and Administrator with automated expert system software that uses various programming techniques and mechanisms that facilitate the trade.

## **2. GENERAL PROVISIONS**

- 2.1.** The Website provides an automated online platform that allows Users to offer and conclude Sales through it.
- 2.2.** 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.
- 2.3.** By using the Website, you agree that the Administrator at any time has the right, in its sole and complete discretion, modify or to temporarily or permanently suspend the activity of the Website and/or disable any access to Website or to remove it for any reason.
- 2.4.** You acknowledge and accept that these Terms and Conditions any accompanying documents and/or the Website are subject to change, modifications, amendments, alterations or supplements at any time, at Administrator sole discretion. Your continued use of the Website after any amendments or alterations of these Terms and Conditions, any accompanying documents and/or the Website shall constitute Your consent and acceptance of any such changes, modifications, amendments, alterations or supplements. The date of the most recent amendments and alterations will be indicated in Final Provisions of these Terms and Conditions.
- 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 Sales transaction process;
  - d) rules of concluding Sales with the use of Services provided within the Website;
  - e) complaint and revocation procedures.

**2.6.** By using the Website, User declares and warrants that (under the Applicable Law and law of Your country of residence):

- a) is full of age of majority in the jurisdiction where is resident (at least 18 years of age) and has full capacity to contract under the jurisdiction of his country, and is fully able and legally competent to use the Website, and in doing so will not violate any other agreement to which is a party.

Adolescents over the age of 15 are only permitted to use a User account that has been created by their legal guardian under the name and using the data of the legal guardian, provided that the legal guardian gives their consent to the use. The parent or legal guardian is solely responsible for monitoring the use of his or her User account by the minor. We reserve the right to make our consent to the setting up of a user account dependent on the presentation of appropriate proof.

- b) is aware of and has knowledge of the use of Virtual Items, has a full understanding of their functioning, is aware of the risks and any restrictions associated with Virtual Items, 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, two-factor authentication devices) and does not act on behalf of any third party.

**2.7.** The pages of the Website may contain services of the Administrator's partners, vendors, game developers, etc. and or 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. Upon first Logging in, Users individual Account will be created automatically. Login data and other information about You is subject to the accompanying Privacy Policy available on the Website.

**3.4.** In connection with the Anti - Money Laundering (AML) procedures, and/or proceeding of Sales transaction, and/or doubts as to identity of a User 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.
- 3.9.** The setting up of a User account on behalf of third parties, the setting up of several user accounts for one and the same user ("Multi-Accounts"), the linking of an existing user account to other user accounts and the use of one account by several persons ("Account Sharing") is not permitted.
- 3.10.** After having issued prior notification, we reserve the right to delete user accounts that are not fully set up or that remain unused over a longer period of time, unless the user account is subsequently completed or use is resumed. In case of deletion, the services provided by us shall be rescinded in accordance with the statutory provisions.

#### **4. SALES PROCESS**

##### **4.1. The following steps need to be taken in order to carry out successful Sales transactions:**

- 4.1.1.** 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;
- 4.1.2.** 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;
- 4.1.3.** 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;
- 4.1.4.** The device with previously installed Steam application was not changed for at least 7 (seven) days before carrying out a transaction via the Website;
- 4.1.5.** 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 Sales transaction process, the following steps must be followed:**

- 4.2.1** The User logs into the Website using a Steam account;
- 4.2.2** 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 (and currency) the Administrator offers to be transferred through the selected mean of payment after fully completing the Sales process;
- 4.2.3** 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 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;
- 4.2.4** 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 Virtual Item(s) Sales transaction has been confirmed finished

in the Administrator's system. As soon as Sales transaction has finished, User will receive an e-mail confirmation of such transaction.

- 4.3.** The User declares that he/she is aware that he/she loses the right to cancel or to revoke the Sales transaction once the purchased Virtual Item(s) is successfully received by the Administrator and the Sales process has finished.
- 4.4.** 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.
- 4.5.** 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.
- 4.6.** It is possible to make payments for Virtual Item(s) 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.
- 4.7.** 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 Item(s). In the case of transactions involving Virtual Item(s), 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 Item(s) or the performance of a virtual service.
- 4.8.** 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.
- 4.9.** 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.
- 4.10.** 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.

- 4.11.** 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.
- 4.12.** 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.
- 4.13.** 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.
- 4.14.** 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.
- 4.15.** 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.
- 4.16.** 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.
- 4.17.** The User shall bear the burden of covering all fees related to the transaction conducted by the payment operator in accordance with their regulations.
- 4.18.** The User is obliged to account for any taxes on its own which are imposed on him by the User's local authorities.
- 4.19.** All costs and commissions paid by the Users are non-refundable. The User is not in the right to claim damages from the Administrator.



- 4.20.** 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.
- 4.21.** 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.
- 4.22.** The Administrator does not offer services such as currency exchange, in particular cryptocurrency exchange and other services related to cryptocurrencies.
- 4.23.** When dealing with payment processors set out in article 4.4. Administrator shall act in full compliance with respective legal requirements of payment processors' country of residence or operations (including, in compliance with legislation of EU-member countries).

## **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 at: [complaints@sellyourskins.com](mailto:complaints@sellyourskins.com).
- 5.2.** The basis for initiating the complaint procedure is a concise presentation of the irregularities justifying the complaint.
- 5.3.** The Administrator shall respond to the content of the submitted complaint within 30 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 9.1. 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) any illegal or unauthorized use of the Website;
  - b) the use of or inability to use or the performance of the Website;
  - c) any errors or omissions in the Website's operation;
  - d) the Website being infected with any malicious code or viruses;
  - e) 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. SEVERABILITY AND AMENDMENTS**

- 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, change or modify 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 one month before the date on which the new standard Terms and Conditions will take effect. Amendments shall come into force on the date specified along with the information on amendments to the Terms and Conditions.
- 8.3.** An intended change, modifications, amendments, alterations or supplements will be also notified to the User by Administrator in e-mail form with advance notice of one month before the date on which the new standard terms and conditions will take effect. The User's consent to the new standard terms and conditions will be deemed granted unless he/she informs us of his/her objection to amendment in text form by the amendment date, provided we have specifically pointed out to the user the significance of his conduct, at the start of the set period for his/her declaration. The User has a right of termination with immediate effect, free of charge, up to the date on which the amendment takes effect.

## **9. BLOCKING AND TERMINATION**

- 9.1.** 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 third-party rights or these Terms and Conditions.
- 9.2.** The User may terminate Services at any time, without notice by ceasing to use the Website.
- 9.3.** Any rights granted to the User on the basis of these Terms and Conditions, subject to the article 9.4. below shall expire immediately upon termination of Services 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.
- 9.4.** Sales already concluded shall remain unaffected by blocking, deletion or termination and shall be processed in accordance with the Terms and Conditions.

## **10. INDEMNIFICATION**

The user shall indemnify Administrator in accordance with the statutory provisions against all claims made by third parties against us on the basis of an infringement of their rights, claims arising as a result of the posting of contents by the user. The indemnification also includes the costs of a necessary legal defence in the amount determined by law. Upon our request the user shall promptly provide us with all accurate information required for verification and aversion of the claims.

## **11. COLLECTION OF DATA**

- 11.1.** Administrator collects and processes User data in accordance with the statutory provisions in force. Data requested during Logging in and Sales shall be forwarded to Administrator in accordance with the statutory provisions, for execution of the transaction. Details are set out in the Privacy Policy.
- 11.2.** The User can always withdraw consent to marketing communication.
- 11.3.** The User also has the right to: access his data, rectify it, delete it, limit processing and transfer, object to data processing, as well as submit a complaint regarding data processing.

## **12. CONTACT DETAILS**

postal address: 18 Stefana Batorego Street, Unit 108, 02-591 Warsaw, Poland

support: [contact@sellyourskins.com](mailto:contact@sellyourskins.com)

legal requests and requests regarding your personal data: [privacy@sellyourskins.com](mailto:privacy@sellyourskins.com)

## **13. JURISDICTION AND DISPUTE RESOLUTION**

- 13.1.** The Sales as well as these Terms and Conditions are governed by Polish law to the exclusion of the UN CISG unless the user is domiciled within the EU and specific consumer protection provision in the user's home country are more favourable.
- 13.2.** In case of divergences, the Polish version of these Terms and Conditions shall take precedence over the English version.
- 13.3.** All disputes arising in connection with these Terms and Conditions shall be primarily resolved amicably.
- 13.4.** The User who is a consumer has the option of using out-of-court methods of dealing with complaints and pursuing claims. The rules of access to these procedures are available at the offices or on the websites of entities authorized to settle disputes out of court. These may be, in particular, consumer ombudsmen or Voivodship Inspectorates of the Trade Inspection, the list of which is available on the website of the Office of Competition and Consumer Protection at [https://www.uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php). At <http://ec.europa.eu/consumers/odr/> there is a platform for online dispute resolution between consumers and entrepreneurs at the EU level (ODR platform).
- 13.5.** 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.

## **14. FINAL PROVISIONS**

- 14.1.** Communication concerning the fulfilment and/or violation of these Terms and Conditions shall be made through the email.
- 14.2.** User shall cooperate with and assist the Administrator in connection with any investigation, examination or enquiry by any government entity. You shall promptly provide the Administrator with any documents, certification, record or other information it may request in connection with such investigation, examination or enquiry.

- 14.3.** Administrator shall not be liable for any loss or damage arising from any event beyond its reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond its reasonable control (each, a "Force Majeure Event").
- 14.4.** Administrator obligations are subject to existing laws and legal process and Valve may comply with law enforcement or regulatory requests or requirements notwithstanding any contrary term.
- 14.5.** This Terms And Conditions was last updated on December 27, 2023 ("Revision Date"). If you were a User before the Revision Date, it replaces your existing agreement with Administrator on the day that it becomes effective according to Section 8 above.