

TERM OF USE

1. General Provisions

- 1.1. These TERM OF USE together with Privacy Policy and any other Platform's documentation are intended to provide information on LANISTERS PTE LTD, provide to Users the rules on acceptable behaviour on the Platform and to establish basic guidelines for persons dealing through the Platform.
- 1.2. Platform is an online venue that provides video game enthusiasts with a safe space to purchase various gaming related content, offered by Vendors (e.g., STEAM account refills, etc).
- 1.3. Please note that the Platform is not an online shop, but an online place and all the transactions are being conducted between Users and Vendors while LANISTERS PTE LTD, unless expressly provided otherwise, does not engage either in selling or purchasing of digital content.
- 1.4. For avoidance of doubt:
 - 1.4.1. sales carried out through the Platform are made between the respective Users, or between Users and Vendors while LANISTERS PTE LTD only provides secondary services related to establishing and maintaining the Platform and providing additional services related to ensuring a smooth and safe experience for Users;
 - 1.4.2. these TERM OF USE set out contractual relationships between LANISTERS PTE LTD and Users;
 - 1.4.3. these TERM OF USE do not govern relationships between Users, or between Users and Vendors;
 - 1.4.4. these TERM OF USE do not govern the terms of use for receiving and making payments through the Platform. Please note that LANISTERS PTE LTD uses payment services of third party - Acquirers (relevant licensed payment organizations, other financial institutions) to assist in transactions between Users and Vendors. Such payment services are subject to the respective TERM OF USE of such Acquirers;
 - 1.4.5. these TERM OF USE do not regulate the terms of use for receiving and making payments through the Platform. In particular these TERM OF USE do not set the terms of specific transactions being concluded between Users and Vendors such as: purchase price, content and quality of the Digital Content, safety, warranty and liability provisions related to the sale of Digital Content via the Platform. LANISTERS PTE LTD does not verify the veracity and accuracy of data provided by Users and Vendors.

- 1.4.6.** Notwithstanding the above, solely for the purposes of maintaining LANISTERS PTE LTD brand, ensuring smooth functioning of the Platform, and avoiding unfair practices and illegal activities on the Platform, LANISTERS PTE LTD reserves the right to set out general guidelines related to buying digital content via the Platform.
- 1.4.7.** LANISTERS PTE LTD strongly recommends Users to read the TERM OF USE from time to time in order to fully familiarize themselves with the particular terms in force at any given time.

2. Definitions

Digital Content – digital content which has the activation code and can only be used after it is activated on the User's computer platform.

LANISTERS PTE LTD – a company incorporated in Singapore, under Company Registration Number 202115159H, with registered office at 160 Robinson Road, #14-04 Singapore Business Federation Centre, SGP, 068914.

Platform – this platform which is made available on the Internet under the address: **best-skins-forge.club**.

Privacy Policy – rules that set personal data and privacy protection processes that are applied by LANISTERS PTE LTD.

Sales Contract – any contract between the User and the Vendor which obliges the Vendor to transfer the access to the Digital Content to the User and the User to pay the price thereof.

Service – a service provided by LANISTERS PTE LTD for access to the Platform, which enables the User to purchase Digital Content (replenishment of a Steam account) as described in these TERMS OF USE.

TERM OF USE – this set of rules that determines the rights and obligations of Users and LANISTERS PTE LTD and the terms regulating the use of the Platform.

User – a natural person who acts in relation to these TERM OF USE for the purposes other than their trade, business, craft, or profession (i.e., consumer), and has registered an Account on the Platform and (or) has an intention to purchase Digital Content by using Services provided by LANISTERS PTE LTD.

Vendor – an entrepreneur operating in any form who sells Digital Content to Users.

3. Applicability of these TERM OF USE

- 3.1.** Users hereby agree to and accept these TERM OF USE, including the Privacy Policy, in its entirety and without any reservations. Acceptance of these TERM OF USE is a necessary condition for rendering Services.
- 3.2.** For avoidance of doubt, these TERM OF USE are also applicable to any anonymous users that enter the Platform and by entering, such persons accept these TERM OF USE, Privacy Policy and any other Platform's documentation.
- 3.3.** Users who are prohibited from using the Platform due to regulations of the respective state or regional restrictions, including the country/region of current residence of the User and place of use of services, are hereby asked to refrain from using the Platform.
- 3.4.** Each User confirms that they are at least 16 (sixteen) years old or have reached the age under respective country's laws which allows them to assume responsibility for obligations emerging from contractual relations and has a full capacity to take legal actions. Also, each User confirms that there are no restrictions under respective country's laws for them to use Services provided by LANISTERS PTE LTD.
- 3.5.** LANISTERS PTE LTD has the right to make changes and modifications to these TERM OF USE, including the right to draw new provisions and withdraw the old ones, at its own discretion, unilaterally and at any time by announcing the amendments of the TERM OF USE on the Platform. By further using of the Platform and the Services, Users confirm being bound by all changes to these TERM OF USE. The amendments of the TERM OF USE come into effect in 10 (ten) days after the announcement on the Platform unless it is explicitly stated otherwise.
- 3.6.** LANISTERS PTE LTD communicates with Users by sending e-mails, through the Platform Account's electronic system by leaving notices to them, or through distribution of notices via communication channels within other services. Users unconditionally consent to receive communications electronically and agree that all agreements, notices, disclosures and other communications that LANISTERS PTE LTD electronically provides shall meet any legal requirements of such communication in writing.

4. Service Fees

- 4.1.** Unless expressly provided otherwise, LANISTERS PTE LTD collects its commission and any other possible fees from the prices determined by the

Vendor in relation to each transaction. Information on the amount of such fee from the User is brought to their attention before confirmation of the payment transaction.

5. TERM OF USE

- 5.1.** In accordance with these TERM OF USE, LANISTERS PTE LTD grants Users a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Platform.
- 5.2.** Users are bound not to abuse LANISTERS PTE LTD Services and only use it as it is established by law and these TERM OF USE. Inappropriate use of Services could cause negative effects to LANISTERS PTE LTD or third persons and if Users violate the terms of use of Services, they are responsible for eliminating all caused damage.
- 5.3.** Any intellectual property objects such as any texts, graphic materials, interactive functions, logos, photographs, files, software on the Platform, except for those uploaded, transmitted, made available, published by Users, as well as the selection, organization, coordination, compilation of the materials and the general outline and nature of the Platform constitute intellectual property of LANISTERS PTE LTD. They are protected by copyrights, trademarks, patents, industrial design rights and any other rights and provisions, including international conventions and property rights. Any such rights are reserved for LANISTERS PTE LTD. Any trademarks, marks and trade names constitute LANISTERS PTE LTD property.
- 5.4.** Users are obliged to read and accept TERM OF USE and Privacy Notice, as well as any other Platform's documentation, in order to ensure the protection of their personal data uploaded through the Platform. By using the Site, each User consents to conform with the TERM OF USE relating to privacy protection and personal data protection defined in the Privacy Notice.

6. Dealings between Users and Vendors and the role of LANISTERS PTE LTD

- 6.1.** LANISTERS PTE LTD being the administrator of the Platform, provides Users with the opportunity to purchase Digital Content through the Platform.
- 6.2.** LANISTERS PTE LTD will cooperate with Users with regards to all of the questions related to appropriate provision of Services. Communication between LANISTERS PTE LTD and Users will proceed through the e-mail or other communication channels agreed separately.

- 6.3.** LANISTERS PTE LTD will provide Users with technical support provided they encounter any problems in relation to the functionality of the Platform.

7. Marketing and ranking of Digital Content

- 7.1.** LANISTERS PTE LTD reserves the right to use variety of marketing channels (including, but not limited to use of online, offline or other types of ads, social media content, newsletters, affiliate marketing partners, promoted articles) to advertise the Platform and Digital Content available on the Platform.

8. Liability

- 8.1.** LANISTERS PTE LTD's liability is excluded in relation to:

- 8.1.1.** Users acting beyond LANISTERS PTE LTD control and resulting in dealing damage (i.e., violated TERM OF USE, Privacy Notice, applicable laws, provided access to the Account to another person or performed other actions);
- 8.1.2.** any adverse consequences resulting from access, use of or inability to use the Platform due to reasons beyond LANISTERS PTE LTD control;
- 8.1.3.** any actions taken by LANISTERS PTE LTD in relation to Users related to infringement of these TERM OF USE or applicable laws;
- 8.1.4.** implications of any access to data and information being reached by third persons in an unauthorised way which was not possible to track in time, unless LANISTERS PTE LTD did not take reasonable actions as soon as possible to prevent the consequences, also where any adverse consequences to private data occur subject to actions and omissions of Users;
- 8.1.5.** any adverse consequences due to viruses, trojan horses etc. which may be transferred to the Platform or through the Platform by third parties, except that LANISTERS PTE LTD shall ensure that all the reasonably available measures are taken to remove such threats;
- 8.1.6.** transaction of purchase being not completed because of the technical problems in one of the proposed payment methods on the Platform;

8.1.7. any form of damage caused by Users because of their non-performance or improper performance of TERM OF USE, Privacy Policy or other documents of the Platform, as well as any rights and obligations towards each other.

9. Events Outside LANISTERS PTE LTD Control

9.1. LANISTERS PTE LTD will not be liable or responsible for any failure to perform, or delay in performance of, any of LANISTERS PTE LTD obligations under these TERM OF USE that is caused by an Event Outside LANISTERS PTE LTD Control. An Event Outside LANISTERS PTE LTD Control is defined below in Section 9.2.

9.2. An Event Outside LANISTERS PTE LTD Control means any act or event beyond LANISTERS PTE LTD reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

9.3. If an Event Outside LANISTERS PTE LTD Control takes place that affects the performance of LANISTERS PTE LTD obligations under these TERM OF USE:

9.3.1. LANISTERS PTE LTD obligations under these TERM OF USE will be suspended and the time for performance of LANISTERS PTE LTD obligations will be extended for the duration of the Event Outside LANISTERS PTE LTD Control.

10. Complaints

10.1. If Users have experienced any violation of their rights caused by LANISTERS PTE LTD Services provided in TERM OF USE and/or Privacy Notice, they have the right to file a complaint. The complaint must be sent to LANISTERS PTE LTD by the e-mail which is specified in the Platform. LANISTERS PTE LTD puts its best efforts to have all complaints resolved within 14 (fourteen) days after receiving such.

- 10.2.** When communicating with LANISTERS PTE LTD or other Users, each User agrees to refrain from obscene, immoral or aggressive language, insults, vulgarities, threats or otherwise inappropriate language.

11. Final Provisions

- 11.1.** Privacy Policy and any other Platform's documentation are integral part of these TERM OF USE and bind all Users.
- 11.2.** Without the permission of LANISTERS PTE LTD, Users have no right to transfer their obligations, claims or rights to third persons. Users agree that LANISTERS PTE LTD shall have the right to transfer its rights and obligations arising from the agreements to third persons. LANISTERS PTE LTD will inform of such transfer on the Platform.
- 11.3.** If any provision of these TERM OF USE is held to be illegal, invalid or unenforceable by a court or arbitral tribunal, the other provisions of these TERM OF USE will remain in full force and effect. Any provision of these TERM OF USE held to be illegal, invalid or unenforceable only in part, or to a certain degree, will remain in full force and effect to the extent that it is not held illegal, invalid or unenforceable.
- 11.4.** These TERM OF USE and the relations between LANISTERS PTE LTD and Users in respect to these TERM OF USE (including the execution, validity, invalidity, implementation and termination of these TERM OF USE) are governed by and interpreted in accordance with the laws of Singapore unless the domestic law applicable to the User being a consumer provides otherwise. Any dispute, controversy or claim, arising out of or relating to these TERM OF USE, their breach, termination or validity shall be finally settled in the respective court of Singapore subject to the rules of jurisdiction, unless the domestic law applicable to the User being a consumer provides otherwise.
- 11.5.** Except otherwise provided in these TERM OF USE, no delay of LANISTERS PTE LTD or User to exercise any right or to perform an obligation under these TERM OF USE shall be considered as a waiver of such right or excuse from the performance of such obligation and separate or partial performance of any obligation. Separate or partial exercise of any right shall not mean that this obligation need not be performed, or this right may not be exercised in the future.

- 11.6.** All the data and information stored on the Platform can be used by LANISTERS PTE LTD on purpose to its functioning.
- 11.7.** Communication with LANISTERS PTE LTD support proceeds through the e-mail which is specified in the Platform.
- 11.8.** Different countries' laws may cause unavailability for some Users or Vendors to use respective services of the Platform.
- 11.9.** To the extent allowed by the applicable local laws, Users and Vendors understand and agree that information on the Platform as well as in the communications between Users and LANISTERS PTE LTD may not be available in their local language, and accept to receive this information in English or other support language.
- 11.10.** In the event TERM OF USE are translated into other languages and if there are differences between the English version and such translation, the English version shall prevail, unless provided otherwise or unless such apparent inconsistency arises out of a difference in legal requirements in a specific jurisdiction.