

END USER LICENSE AGREEMENT

This End User License Agreement (“EULA”) is a legal document that governs the relationship between you and PAY.SUPER LTD, with its registered office at 156A Burnt Oak Broadway, Edgware, Middlesex, HA8 0AX, United Kingdom, company number 11951414 (the “Licensor”). Please read this EULA carefully, since it explains your rights and obligations as an end user (“Licensee”).

This text explains how you can use the PaySuper digital marketplace and available digital content.

1. GENERAL PROVISIONS

In this section we explain the basic conditions necessary to accept the EULA.

1.1. PaySuper The Licensor provides you with access to and operates PaySuper, which is a digital marketplace for game and software developers. As an end user you may purchase from the Licensor non-exclusive rights and licenses to use certain video games, virtual items, software, and other digital content. Such video games, virtual items, software, etc. are referred to in this EULA as “Digital Content,” and the rights to use this Digital Content are referred to as the “License.”

2. Legal Capacity The Licensor is authorized to distribute Digital Content and grant Licenses to end users pursuant to license agreements made between the Licensor and respective digital content developers and copyright owners.

You must reach a certain age to use PaySuper. This age may vary from country to country. You may also need the consent of a parent or guardian to accept the EULA.

By accepting this EULA, you represent that you have full legal capacity to enter into legally binding contracts in the country of your domicile, residence, and citizenship and meet applicable age restrictions. If you are considered a minor in your country, you must have your parent or legal guardian's consent to use PaySuper and accept this EULA. In any case, you must not accept this EULA if you are under the age of thirteen, since PaySuper is not intended for minors under thirteen and the Licensor will not knowingly collect personal data from minors under the age of thirteen.

3. Account Your account will be created at the moment of your first purchase of Digital Content from PaySuper or after filling in the registration form on the PaySuper website. Your account, including any information pertaining to it, is strictly personal. You may not sell, exchange, rent, donate, share, or otherwise transfer your account or its credentials to any third party. You also may not offer to do so either publicly or privately. You must keep your password and other credentials confidential and not disclose them to any third parties, irrespective of the degree of the relationship. You are fully responsible for the security of your account, password, and credentials, as well as for any actions and omissions undertaken under your account as a result of account-sharing or a breach of this Clause.

We will create your account when you make your first purchase from PaySuper.

4. Personal Information You agree that the information that you provide to the Licensor for the performance of this EULA will be up to date, accurate, and complete. You will not try to impersonate any other persons or use false identifiers, including IP addresses. The Licensor will process your personal information in accordance with the Privacy Policy and applicable data-protection laws. Please read the EULA carefully and fill in the purchase form correctly.
5. Acknowledgement By accepting this EULA, you confirm that
- (i) you have carefully read this Agreement, and
 - (ii) fully understand the terms and conditions contained herein, and
 - (iii) you enter into this Agreement voluntarily and intentionally.
6. Acceptance. This Agreement will be considered to have been accepted by you when you click on “Pay,” “Purchase,” “Buy,” or any similar button on the PaySuper website or a PaySuper digital storefront available on third-party websites.

2. SCOPE OF THE AGREEMENT

In this section we explain the key elements of the EULA.

1. Grant of License After paying applicable fees for Digital Content and subject to your unconditional acceptance of and compliance with this Agreement, the Licensor grants you a non-exclusive, non-transferable, non-sublicensable, revocable, and personal limited license to access and/or use the applicable Digital Content for non-commercial purposes. When you make a purchase from PaySuper, you receive a non-exclusive license to use digital content such as games and virtual items. However, you will not acquire copyright ownership.
2. Ownership The Licensor, respective digital content developers, and copyright owners reserve all rights, title, and interest in Digital Content not expressly granted to you pursuant to this EULA. The License under this EULA confers no title or ownership of Digital Content.

3. Territory The Licensor hereby notifies you, and you acknowledge, that the availability of Digital Content and its features may vary from country to country, and certain Digital Content published on PaySuper may not be available in your country. The terms of your license may be geographically restricted or limited by game developers and copyright owners.
4. Third-Party Terms and Conditions Your use of Digital Content (in particular, virtual items and downloadable content intended for use in conjunction with other games and software) may be governed by the additional terms and conditions of end user license agreements between you and respective digital content developers and copyright owners. Acceptance of such terms and conditions may be required in order to access, download, install, and use Digital Content. Terms and conditions established by digital content developers and copyright owners may include additional restrictions and/or impose upon you additional obligations as compared to this EULA.
5. Description of Digital Content Prior to purchasing Licenses, you should carefully read the description of the Digital Content, including minimum technical requirements, which is available on the digital content developer's website. As an operator of the PaySuper digital marketplace, the Licensor does not develop Digital Content and does not create the descriptions of said content. To the maximum extent permitted under applicable laws, the Licensor shall not be responsible for the accuracy of these descriptions. You may address questions and inquiries regarding the descriptions of Digital Content directly to the developers and copyright owners of the content in question. As a digital marketplace, PaySuper does not develop digital content itself, so please read the descriptions of digital content carefully at on the game developers' and copyright owners' websites.

3. DIGITAL CONTENT DELIVERY

1. Digital Delivery All video games, items, software, and other content purchased from PaySuper is delivered in digital form only. The Licensor does not supply Digital Content on physical media. We will provide you with license keys, codes, or links to access the digital content after the completion of the purchase.
2. Access to Digital Content After the completion of payment, the Licensor grants you a License to access the applicable Digital Content through PaySuper or a third-party website. Depending on the type of Digital Content, you will be able to download and install the Digital Content on your device, activate and use certain features and virtual items, or otherwise obtain access to the Digital Content. The Digital Content will be considered to be duly supplied at the moment when the Digital Content is made accessible to you for download or use irrespective of the time when you actually downloaded, installed, consumed, exchanged, or otherwise started using it.

3. Third-Party Services You are responsible for any access or data charges incurred from third parties (such as your internet service provider or mobile operator) in connection with downloading, accessing, and using Digital Content.
4. Updates Digital Content, related software, or support libraries may need to be updated from time to time, for example, for bug fixes, enhanced functions, and new versions. You may be required to install updates to begin or continue using Digital Content. You agree that such updates may be downloaded and installed on your devices automatically without additional consent or notice. You also acknowledge that updates may affect gameplay, graphics, performance, virtual items, characters, and other features of Digital Content. However, nothing in this Clause shall be construed as the Licensor's obligation or warranty to develop updates, patches, or other modifications of Digital Content. Some digital content may require updates.

4. RESTRICTIONS

- 4.1. Limited License You must not use Digital Content and the PaySuper digital marketplace in any way or form not expressly permitted under this Agreement. In particular, you may not copy, reproduce, modify, reverse engineer, create derivative works of, remove any notices or labels from, decompile, publish, or distribute Digital Content or any parts or elements thereof. You may not reverse engineer Digital Content or extract the source code or data from Digital Content or PaySuper software or databases or attempt to do so.
- Using Digital Content outside the scope of your license is not permitted. This may result in the revocation of the license and legal liability.
- Digital Content may be protected against unauthorized use by technological measures.
- 4.2. Non-Transferable License You may not sublicense, assign, or transfer the License to Digital Content to any third parties.
- 4.3. Technological Measures Digital Content may be protected by technological measures designed to prevent or restrict actions related to Digital Content not authorized by this EULA and the terms and conditions established by digital content developers and copyright owners. You must not attempt to, assist in, authorize, or encourage others to circumvent, disable, or defeat any technological measures of the Digital Content or PaySuper digital marketplace.
- You acknowledge and agree that technological measures may conflict with third-party software, including software emulating user activity, and result in the improper functioning of such software. In order to avoid conflicts, you may uninstall Digital Content from your device.
- 4.4. Other Restrictions You shall not purchase or use Licenses to Digital Content on behalf or in favor of third parties that support countries to which encryption or software exports are at the time of exportation restricted by governmental or international authorities. You also represent and warrant that you are not located in, under the control of, or a national or resident of any such prohibited country.

5. PAYMENT

- 5.1. Fees and Prices Fees and prices for Licenses to Digital Content displayed through the PaySuper storefront are subject to change at any time prior to purchase. The final cost of Digital Content depends on the selected payment method and applicable taxes and will be displayed after you select your payment method and fill in the required information. All fees and prices are payable in advance.
- 5.2. Payment Authorization By making payment, you represent and confirm that you are the authorized user of a bank card, e-wallet, or account associated with that payment, and you authorize the Licensor and its payment service providers to charge your bank card or process your payment with the selected third-party payment processor.
- 5.3. Taxes If your purchase is subject to any type of value-added, use, or sales taxes, the Licensor will charge you for those taxes, and you agree to pay all applicable taxes. By making payment, you represent that your billing address displayed in the PaySuper storefront, which may include country, state, city, and zip code, is correct. In the event of any questions or errors, contact our Support Service. We may request other information in order to meet obligations under applicable tax laws. You shall not use IP proxying, VPNs, or other methods to disguise the place of your residence, whether to circumvent geographical restrictions on game content, purchase content at prices not applicable to your geographical area, or for any other purpose.
- 5.4. Limits and Restrictions The Licensor reserves the right to determine minimum and maximum limits on payments per transaction, day, month, or otherwise and restrict payments for certain countries. The Licensor may adjust such limits and restrictions from time to time and apply personal limits based on transaction history.
- We will display a final price inclusive of applicable taxes prior to purchase. You shall not provide a false billing address, since this may lead to the incorrect calculation of prices. You shall select only payment methods and data that you are authorized to use.

6. REFUND POLICY

- 6.1. Non-Refundable Licenses Unless otherwise expressly set forth in Section 6, all payments and Licenses are final and non-refundable in whole or in part, regardless of the payment method.
- 6.2. EU Right of Withdrawal If you are a resident of the European Economic Area you have the statutory right to withdraw from a purchase without providing any explanation within fourteen (14) days after the relevant purchase, provided that the right of withdrawal has not been cancelled. To execute your right of withdrawal, you must provide the Licensor with written notice via physical mail or our support service. If you expressly consent to the supply of Digital Content immediately after making the corresponding purchase, you thereby refuse your right of withdrawal. Your right of withdrawal will terminate at the time the Digital Content is supplied (Clause 3.2).
- 6.3. Defective Digital Content You should test Digital Content as soon as reasonably possible to ensure that it functions and performs as stated and notify us and the digital content developer without delay if you find any errors or defect. If you experience material technical issues or game-breaking bugs that prevent you from using Digital Content, the Licensor may issue a refund provided that a request for a refund that specifies the technical issue and is accompanied by relevant information is made within thirty (30) days of the purchase and neither the Licensor's nor the digital content developer's support service can solve or fix the technical issue following reasonable attempts. If the Licensor issues you a refund, such refund shall represent your sole recompense.

As a rule, digital content is non-refundable. However, in certain cases game developers, copyright owners, or PaySuper may issue a refund.

If you are an EU resident, we also hereby inform you about your right to statutory withdrawal.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. Licensor' Representations and Warranties The Licensor represents and warrants that it has the legal capacity to enter into this EULA and grant you licenses and the right to use the PaySuper digital marketplace. We make legally binding promises (“representations and warranties”) explicitly stated in this Section. However, we do not make any other representations or warranties relating to digital content and PaySuper.
- 7.2. No other Representations and Warranties To the maximum extent permitted by applicable law, Digital Content, PaySuper digital marketplace, and elements thereof are provided on an “as is” basis. The Licensor disclaims and does not provide any express, implied, or statutory warranties or guarantees, except as expressly set forth in Section 7, including warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement on third-party rights, and warranties arising out of the course of transactions, usage, or practice. The Licensor does not warrant that the operation of Digital Content, the PaySuper digital marketplace, and elements thereof will be uninterrupted or remain free from errors, bugs, hacking, interference, or losses and does not warrant the comparability of the Digital Content with any other software.
- 7.3. Personal Requirements The Licenses and Digital Content available in the PaySuper digital marketplace are not custom-made. The Licensor does not warrant that Digital Content, the PaySuper digital marketplace, and elements thereof will meet your personal requirements and expectations.
- 7.4. Support Service The Licensor maintains a support service that is available to all users with active accounts, but does not provide any warranties that the support service can and will solve all issues, bugs, and issues or answer certain questions relating to Digital Content, the PaySuper digital marketplace, and elements thereof. The support service’s feedback is of a recommendatory nature. It is your responsibility and choice to follow or decline the recommendations given by the support service, and you will bear all liability for any risks resulting from this choice and decision.

8. LIMITATION OF LIABILITY

- 8.1. Personal Injury The Licensor is liable for direct loss with respect to harm to health, body, or life, as well as for intentional harm caused by the Licensor, or in other cases pursuant to applicable law.
- 8.2. Limitation of Liability To the maximum extent permitted by applicable law, the Licensor, its affiliates, officers, and employees are not liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other losses arising from or relating in any way to Digital Content and the PaySuper digital marketplace or elements thereof. This limitation applies to any type of claim arising from or related to this Agreement, whether based on a contract, tort, statute, or otherwise.
- 8.3. Amount Limitation In any case, but to the maximum extent permitted by applicable law, the maximum liability of the Licensor for all damages, losses, and causes of action, whether in the form of a contract, tort, or otherwise, shall be the total amount you paid over the 90-day period ending on the date when an accident or event resulting from the Licensor's liability occurred.
- 8.4. Actions Beyond the Licensor's Control The Licensor, its affiliates, officers, and employees shall not be liable for any harm or losses arising due to your actions, omissions, or breach of the EULA, as well as such acts of third parties or other actions beyond the Licensor's control.

9. GOVERNING LAW AND DISPUTE RESOLUTION

This section deals with laws, regulations, and legal proceedings.

- 9.1. Governing Law This Agreement and any dispute, claim, or obligation (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of England and Wales without regard to its "conflict of laws" principles.
- 9.2. Out-of-Court Settlement You and the Licensor shall first attempt to resolve any disputes and claims out of court for at least thirty (30) days before initiating a judicial procedure. Out-of-court settlement will commence upon the receipt of written notice from one party to the other. Such notice shall include the full name and contact information of the complaining party, describe the nature and basis of the claim or dispute, and envisage a specific recompense. The Licensor may send notices to your email address. You shall send notices to the Licensor's registered office.
- 9.3. Venue Without prejudice to applicable consumer protection laws, the parties to this Agreement shall submit all disputes and claims arising out of or in connection with it or its subject matter or formation to the jurisdiction of the court competent within the territory of the Licensor's registered office.
- 9.4. ODR If you habitually reside within the European Union, the Licensor hereby informs you of the existence of the Online Dispute Resolution (ODR) platform and the possibility of using the ODR platform to resolve any disputes or claims arising from this EULA. The ODR platform's website can be found at <https://ec.europa.eu/consumers/odr>.

This Clause shall not be construed as the Licensor's submission to the ODR platform's jurisdiction and commitment to use the ODR platform to resolve disputes and claims arising from this EULA. In each case, the submission of the dispute or claim to the ODR platform is subject to your and the Licensor's explicit agreement.

- 9.5. Statutory Rights This Section shall not be construed as depriving you of the protection afforded by provisions that cannot be derogated by agreement pursuant to the law of the country of your habitual residence.

10. NOTICES OF COPYRIGHT INFRINGEMENT

We respect the intellectual property of others. If anything is wrong, please send us a notice as described in this section.

- 10.1. Notices We respect the intellectual property rights of third parties. If you believe that your copyrighted work has been used unlawfully in the PaySuper digital store or the Licensor's websites, you may notify us by sending a notice of an alleged infringement to our registered office.
- 10.2. Content of Notices When submitting a notice of an alleged copyright infringement, please provide the following information: (a) your first name and last name, (b) mailing address, (c) email address, (d) name, address and contact information for the copyright owner you represent, or an indication that you are acting on your own behalf, (e) an identification and description of the allegedly infringed copyrighted work, (f) the URL of the authorized copy of the work or an indication that the work is not available online, (g) identification of the allegedly infringing material and the nature of the infringement, (h) the URL of the allegedly infringing material, (i) the following statements: "By submitting this notice and signing with my signature, I confirm that I have a good-faith belief that the use of the material in the manner cited of is not authorized by the copyright owner, its agent, or the law"; "I confirm that the information in this notification is accurate, and, under penalty of perjury, that I am authorized to act on behalf of the owner of an exclusive copyright that has allegedly been infringed"; and "I express my consent to process and transfer my personal data contained in this notice to PAY.SUPER LTD and its affiliates and agree that the companies mentioned above will process my personal data for the period necessary to achieve the purpose of processing personal data and agree that my personal data may be disclosed to the alleged infringer", and (j) the date and your handwritten signature.

11. TERM AND TERMINATION

- 11.1. Term of the EULA This EULA shall remain in force and effect until terminated by you or the Licensor according to Section 11. You are free to delete your account and terminate the EULA at any time.
- 11.2. Account Deletion You may unilaterally terminate this EULA at any time without any explanation by deleting your account. You must contact our support service to delete your account.

3. Term of Licenses Subject to the terms and conditions established by digital content developers and copyright owners, Licenses to Digital Content that you purchase will be effective for the period displayed at the time of the purchase or for as long as the Licensor has the right to make such Digital Content available to you. In exceptional cases the Licensor may cease providing access to Digital Content that you have purchased earlier due to security issues or a breach of applicable terms or laws. You may be given notice of any such removal or cessation when possible.

The license period may be limited for some digital content.

4. Termination by the Licensor The Licensor may terminate this EULA, revoke the Licenses granted hereunder, block or remove your account, and restrict access to Digital Content in the following cases: (a) you have breached this EULA or any other binding terms and conditions, or (b) you have breached provisions of applicable law; (c) you have violated the rights or lawful interest of other users or third parties; (d) in other cases set forth in this EULA, any other binding terms and conditions, or applicable law.

In certain cases, game developers, copyright owner, and PaySuper may revoke Licenses and cease to provide access to digital content.

The Licensor may also terminate this EULA without any explanation and compensation after providing you 30 days' prior notice. The termination notice may be provided by email or via the PaySuper website.

5. Multiple Accounts In the event that you have created more than one account, the Licensor reserves the right to extend recompense arising out of a breach committed through one account to the other accounts. In the event that you have purchased more than one License from the PaySuper digital marketplace, the Licensor reserves the right to extend recompense arising out of a breach related to one License to the other Licenses to the same Digital Content.

6. Termination by Copyright Owners Please note that the use of Digital Content purchased from the PaySuper digital marketplace may be subject to the terms and conditions established by the developers and copyright owners of the Digital Content. Such terms and conditions may include additional grounds for the termination of Licenses. The Licensor is not a party to the terms and conditions established by the developers and copyright owners of Digital Content and is thus not responsible for any policies, rules, actions, or omissions on the part of the developers and copyright owners of Digital Content.

12. MISCELLANEOUS

This Section explains a number of supplementary legal issues.

- 12.1. Entire Agreement This EULA sets out the entire agreement between you and PaySuper relating to the subject matter herein, and it supersedes and replaces any and all prior agreements and understandings between you and PaySuper. A person who is not a party to this EULA has no right to rely upon or enforce any part of the EULA.
- 12.2. Assignment You may not transfer or assign any of the rights or Licenses granted to you hereunder without our prior written consent. The Licensor may transfer or assign all or some of the rights or responsibilities under this EULA to any third party without your consent and without providing you notice thereof.
- 12.3. Severability. In the event that any part of this EULA is declared unlawful, void, or unenforceable under any applicable local law or by a competent court, that provision shall be stricken out; meanwhile, the remainder of this EULA shall remain valid and enforceable.
- 12.4. Consumer Law The terms and conditions of this EULA do not exclude, limit, or otherwise restrict consumer' rights arising from the relevant provisions of applicable consumer law and may not be construed by anyone in this way.
- 12.5. Amendments The Licensor may amend this EULA by publishing a new version thereof on the PaySuper website. In the event that you have accepted this EULA before the publication of a revised version, the amendments will become effective on the 30th day following the publication date. You shall be deemed to have accepted such amendments by continuing to use PaySuper, Licenses, or Digital Content. In order to decline the revised version, you must cease using PaySuper, Licenses, and Digital Content and terminate this EULA as envisaged in Section 11. The latest version of this EULA is available at any time on the PaySuper website.
- 12.6. Questions Should you have any questions in regard to the terms and conditions contained herein, you may contact us via our support service.

“We” and the “Licensor” in this EULA refer to:

PAY.SUPER LTD

156A Burnt Oak Broadway, Edgware, Middlesex, HA8 0AX, United Kingdom,
Company number 11951414

Date: September 6, 2019