

## TERMS AND CONDITIONS OF THE PLATFORM

### 1. GENERAL PROVISIONS

- 1.1 Whereas GEEKVERSE (defined below) possesses and operates the Platform (defined below) using various tools and features designed to help Sellers (defined below) presenting their offers of various Products (defined below) by enabling them to set up and operate their Seller Stores (defined below) on this Platform.
- 1.2 GEEKVERSE allows to search for, and view Products offered by the Seller Stores.
- 1.3 GEEKVERSE is not the Seller and does not purchase Products from Sellers and does not re-sell them to Buyers (defined below).
- 1.4 The offers and sales performed within Seller Stores are made between Sellers and Buyers only, while GEEKVERSE solely provides tools and technology to host, set up and operate Seller Stores, search and view Products offered by the Seller Stores, as well as manage the purchases made from the Seller Stores, and provides certain additional services aimed at improving safety, speed and certainty of the transactions.
- 1.5 These Terms and Conditions define legal relations between GEEKVERSE and Users (defined below).
- 1.6 These Terms and Conditions do not cover the payment services, including initiating, transferring, and/or receiving payments (in FIAT or in cryptocurrency) in connection with transactions made under Seller Stores. The payment services are provided by payment providers on separate terms and conditions agreed between the payment provider and a User.
- 1.7 These Terms and Conditions do not determine any conditions for transactions and contracts between Buyers and Sellers, including price, content, quality, safety and legality of Products, warranty, and liability.

### 2. DEFINITIONS

- 2.1 **Account** – means an account kept on the Platform for a User.
- 2.2 **Adjustments** – mean any and all refunds, reversals, revokes, chargebacks, Penalties, returns, adjustments, fees, surcharges, expenses, interchange fees and similar fees and assessments, and other payments or amounts due from the Seller and/or from GEEKVERSE as a result of the Seller's breach of these Terms and Conditions, and/or Regulations.
- 2.3 **Affiliate** – means a corporation, partnership, or other entity that is controlling GEEKVERSE, is controlled by GEEKVERSE, and/or is under common control with GEEKVERSE. For purposes of this definition, "control" means ownership, directly or indirectly, of at least fifty percent (50%) of the voting rights in such entity (or, in the case of a non-corporate entity, equivalent rights).
- 2.4 **Buyer** – means any natural person and/or legal entity buying a Product from a Seller offered at a Seller Store.
- 2.5 **Consumer** – means any Buyer, who is a natural person and who acts in relation to GEEKVERSE for purposes, which are outside trade, business, craft, or profession.
- 2.6 **Fee** – means fees, surcharges, gas fee (a blockchain transaction fee (if any)), expenses, interchange fees, and similar fees and assessments, and other amounts due to the Services provided by GEEKVERSE to the User, particularly fees and commissions from Sellers related to the Seller's activity within the Seller Store.
- 2.7 **GEEKVERSE** – means GEEKVERSE Limited.
- 2.8 **Indemnify** - assuming the meaning given to it in section 10.4.1
- 2.9 **Indemnification** - assuming the meaning given to it in section 10.4.1 below.

- 2.10 **Indemnified Parties** - assuming the meaning given to it in section 10.4.1 below.
- 2.11 **Materials** - assuming the meaning given to it in section 6.3.5 below.
- 2.12 **Penalties** - mean any fine and/or amount (including any associated costs) which may be levied on GEEKVERSE and/or the Seller by a court, government authority, due to breaches by the Seller of these Terms and Conditions, and/or Regulations.
- 2.13 **Product** - means a NFT (non-fungible token) offered by a Seller on a Seller Store.
- 2.14 **Privacy and Cookies Policy** – means a set of rules regulating the processing of personal data and privacy protection policies implemented by GEEKVERSE and its Affiliates. Privacy and Cookies Policy are available at [www.g2a.com/geekverse/privacy\\_policy.pdf](http://www.g2a.com/geekverse/privacy_policy.pdf)
- 2.15 **Regulations** - mean any applicable laws, statutes, statutory instruments, acts, regulations, orders, directives and guidelines issued by relevant government agencies, regulators, self-regulatory bodies and trade associations or any other relevant trade or industry body rules applicable to a User.
- 2.16 **Sanctions** - mean any financial, economic, or trade sanction or restrictive measures established, applied, imposed, or enforced by government authorities of the People's Republic of China, including Hong Kong, the European Union, the United Nations Security Council, the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury or the U.S. Department of State or any other competent authority.
- 2.17 **Seller** – means a natural person or legal entity who operates a Seller Store.
- 2.18 **Seller Store** – means a dedicated separated space within the Platform with a unique name and unique address operated by a Seller for whom GEEKVERSE provides tools and functionalities to host, create, modify, and operate an online dedicated store within the Platform.
- 2.19 **Platform** – means a group of affiliated websites made available on the Internet in the domain [www.g2a.com/geekverse/](http://www.g2a.com/geekverse/) where Seller Stores are available.
- 2.20 **Services** – mean services described below in section 6.1 of these Terms and Conditions.
- 2.21 **Terms and Conditions** – mean these terms and conditions, including attachments, encompassing a set of rules regulating the use of the Platform and rights and obligations of Users and GEEKVERSE.
- 2.22 **Transaction** – means a sale transaction executed between the Buyer and the Seller via the Seller Store under which the Buyer purchases a Product from the Seller.
- 2.23 **User** – means the Seller and/or the Buyer.

### 3. APPLICABILITY

- 3.1 These Terms and Conditions shall apply to relations between GEEKVERSE and the User.
- 3.2 GEEKVERSE does not set terms and conditions between the Seller and the Buyer, including GEEKVERSE does not determine terms and conditions of the Transaction between the Seller and the Buyer.
- 3.3 GEEKVERSE is not a crypto or FIAT wallet provider, exchange, broker, dealer, financial institution, payments processor, money services business, or creditor. GEEKVERSE does not have custody or control over the Products, including NFTs or blockchains, the User interacts. To use the Service, the User must use a third-party wallet which allows them to engage in transactions on blockchains. By using a third-party wallet in connection with the Service, the User agree that they use that third-party wallet under the terms and conditions of the applicable provider governed it.

### 4. GEEKVERSE'S ROLE

- 4.1 GEEKVERSE is legally obligated to ensure that the Service complies with these Terms and Conditions.

- 4.2 GEEKVERSE IS NOT A SELLER OF THE PRODUCTS.
- 4.3 GEEKVERSE shall not be liable for:
- 4.3.1 the quality, safety, or legality of the Products sold, the ability of Sellers to sell, the solvency of Users, the truthfulness and reliability of information and other content provided by Users on the Platform;
  - 4.3.2 for the behavior of Users or for improper performance or non-performance by them of a Transaction, as well as for the consequences of actions taken by Users and third parties that constitute a violation of any Regulations.
- 4.4 GEEKVERSE's intervention
- If the information, graphics or description related to Products provided by the Seller violates the Regulations or these Terms and Conditions, GEEKVERSE may:
- 4.4.1 amend or remove the information, graphics or description about the Products (without any effect to the agreements executed between Users so far);
  - 4.4.2 refuse to publish information, graphics or description about the Products.
- 4.5 EACH TRANSACTION CONCERNING THE SALE OF PRODUCTS VIA THE SELLER STORE IS EXECUTED BETWEEN THE BUYER AND THE SELLER. GEEKVERSE IS NOT A PARTY TO THE SALE CONTRACT OF PRODUCTS EXECUTED BETWEEN USERS.
- 4.6 The Seller as the operator of their Seller Store is solely responsible for all activities within their Seller Store, in particularly in relation to the Buyer for:
- 4.6.1 the Product, including its properties, quality, safety, and legality, non-compliance of the Product with the Transaction and its terms and conditions;
  - 4.6.2 the delivery of the Product to the Buyer;
  - 4.6.3 the provision of after-sales services related to the Product (if any);
  - 4.6.4 any third-party violation related to the Products;
  - 4.6.5 its solvency;
  - 4.6.6 truthfulness and reliability of information and other content related to the Products available on the Seller Store and product pages;
  - 4.6.7 respecting consumer rights.
- 4.7 GEEKVERSE is not responsible for any of the Seller's obligations set forth in section 4.6.

## **5. PLATFORM, FORBIDDEN ACTIONS, AND PLACEMENTS**

- 5.1 Technical requirement.
- 5.1.1 The minimum technical requirements necessary to use the Platform are as follows:
    - (a) computer, laptop, or other devices with Internet access;
    - (b) web browser with support enabled Cookies and JavaScript, for example Mozilla Firefox, Microsoft Edge, Opera, Safari, and Google Chrome.
- 5.2 Forbidden actions.
- 5.2.1 The User may not provide content to the Platform that:
    - (a) causes work disturbance or overloads of online systems, including the Platform;
    - (b) breaches Regulations;

- (c) violates third-party rights, including copyright, intellectual property rights, or personal rights;
  - (d) is other unlawful content.
- 5.2.2 The User acknowledges and accepts that the public nature of the Internet and the use of electronic services may entail the risk of obtaining and modifying the User's data by unauthorized persons as well as "infecting" the online system with various types of software created mainly to cause damage, such as viruses, "worms" or "Trojan horses".
- 5.3 Placement of Products.
  - 5.3.1 The position of offers related to the Products offered in Seller Stores is based on mechanisms and factors set by the Buyer. GEEKVERSE does not interfere in such mechanisms and factors.
  - 5.3.2 The Seller has access to data related to their activities performed within their Seller Store.
  - 5.3.3 GEEKVERSE does not provide paid access to statistics of the Platform.

## **6. SERVICES PROVIDED BY GEEKVERSE**

### **6.1 General Provisions.**

- 6.1.1 GEEKVERSE provides Users with the following electronic services:
  - (a) Account,
  - (b) Seller Store functionalities,
  - (c) advertising content and browsing functionalities,
  - (d) Newsletter.
- 6.1.2 The Services (or any other functionalities incorporated into the Platform) can be different in various countries or regions. No guarantee is given to the effect that a service or functionality of a certain type of Service will be available for all Users. GEEKVERSE may restrict, decline or create another level of access relating to the Services (or any other functionality incorporated into the Platform) by the given User.
- 6.1.3 GEEKVERSE reserves the possibility of temporary unavailability of access to the Platform and Services, which may occur due to modernization works or technical problems. GEEKVERSE will use commercially reasonable efforts to make the Platform and Services available with an uptime percentage of at least 85% during a yearly cycle. In the event of the occurrence of any critical issue in the Platform and Services, GEEKVERSE will endeavor to remove a bug or provide a bug workaround (workaround does not mean a bug fixation but allows to use of key functionalities) within 1 (one) week hereof. The User acknowledges that from time-to-time GEEKVERSE may perform reasonable scheduled and emergency maintenance, and the Platform and Services may be unavailable during the times we are performing such maintenance.

### **6.2 Account.**

#### **6.2.1 Establishment of legal relationship with GEEKVERSE.**

The legal relationship between the User and GEEKVERSE governed by these Terms and Conditions enters into force immediately after:

- (a) the Seller successfully registers the Account on the Platform; or

- (b) the Buyer successfully registers the Account or agrees on these Terms and Conditions during use of the Platform if the Buyer uses the Platform without registration of the Account.

6.2.2 Representation and warranties – the natural person (individual).

- (a) Each User who is a natural person (individual) hereby represents, warrants, and undertakes that:
  - (i) they are at least eighteen (18) years old (or have reached another age which allows pursuant to relevant Regulations to execute legally binding agreements), have full capacity to assume and exercise the rights and obligations regulated in these Terms and Conditions;
  - (ii) should the User act for and on behalf of a third party, they are authorized to assume and exercise the rights and obligations regulated in these Terms and Conditions for and on behalf of such third party; and
  - (iii) they have and will maintain all necessary licenses, consents, and permissions necessary for the performance of their obligations under these Terms and Conditions (if required by applicable Regulations).

6.2.3 Representation and warranties – legal person.

- (a) Each User who is a legal person hereby represents, warrants, and undertakes that:
  - (i) is a corporation duly organized, validly existing, and in good standing under the laws of its seat, and has the power and authority to engage in the activities that are the subject of these Terms and Conditions, and is pursuing commercial goals;
  - (ii) these Terms and Conditions constitute a legal, valid, and binding obligation in relation to the User, enforceable against the User in accordance with applicable Regulations;
  - (iii) has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under these Terms and Conditions (if required by applicable Regulations); and
  - (iv) may execute a legal relationship with GEEKVERSE in accordance with these Terms and Conditions, and the applicable Regulations, especially the country, state, or province where it has a residence, headquarters, or place of habitual residence does not prohibit it from using the services offered within the Platform.

6.2.4 Registration and Account use.

- (a) To set up an Account the User is obliged to connect its third-party crypto wallet with the Platform. Thereafter, GEEKVERSE will open an Account. To register the Account, the User may not use a disposable or temporary e-mail address.
- (b) The User is obliged to exercise reasonable care to ensure that up-to-date data, documents, and information provided during the registration process are always assigned to the Account.
- (c) The User may not share or make available access to the Account to a third party (this section does not apply to the Seller in terms of making

their Account available to the persons entitled by the Seller to act on their behalf and use the Account; GEEKVERSE may request the Seller to provide a list of persons entitled to use the Account, which the Seller shall deliver within 7 (seven) calendar days from receipt of the notice in this respect).

- (d) The User agrees to provide and maintain up to date information in the Account. The Account is personal, and the User must not transfer or provide it to others without the prior consent of GEEKVERSE.
- (e) The User is responsible for keeping the Account details and their username and password confidential and the User will be liable for all activity on the Account. The User agrees to immediately notify GEEKVERSE of any unauthorised use of their Account.

#### 6.2.5 Know-Your-Customer

- (a) To register as a User, GEEKVERSE may require data, documents, and information from the User to pass a Know-Your-Customer process. Such data, documents, and information provided by the User must be true, accurate, valid, and complete.
- (b) The User shall immediately report all changes to the data, documents, and information provided to GEEKVERSE to keep them true, accurate, valid, and complete.
- (c) If a User has a change of control (for example, through a stock purchase or sale, merger, by operation of law, or other forms of the corporate transaction) or closed or lost their right to act as an entrepreneur (if any), User shall give notice to GEEKVERSE within (ten) 10 calendar days after the change of control.
- (d) Without any rights and legal remedies available to the person and/or entity, GEEKVERSE reserves the right to refuse any person and/or entity to register as a User and/or cease providing Services to them if:
  - (i) such person and/or entity fails to provide the data, documents, and information requested by GEEKVERSE (also during periodically carrying out the Know-Your-Customer of Users);
  - (ii) any person's and/or entity's application violates Regulations, in particular AML policies and regulations or there is a reasonable suspicion of a violation of the Regulations.
- (e) GEEKVERSE may also be obliged to periodically carry out the Know-Your-Customer process due to the applicable Regulations. In such a case, GEEKVERSE is entitled, and the User is obliged to provide information, data and documents requested by GEEKVERSE.
- (f) Until the entire Know-Your-Customer process is completed, GEEKVERSE may prevent access, suspend, or limit the use of the Account by a User.

#### 6.2.6 Sanctions

- (a) GEEKVERSE refuses to provide the Services to Users who have a residence, headquarters, or place of habitual residence on the list of countries and/or territories subject to Sanctions and/or to Users who are subject to Sanctions, or whose activities or relationships may pose an increased risk of money laundering or terrorist financing.
- (b) The User represents and warrants that the User is not subject to Sanctions, is not a resident of the Sanctioned country and/or territory, does not use the currencies of those Sanctioned countries and/or

territories, or holds any financial instruments issued by those Sanctioned countries and/or territories.

### 6.3 Seller Store functionalities

- 6.3.1 GEEKVERSE provides various digital tools for Sellers to host, set up and operate Seller Stores where the Products are offered, including a range of tools to manage Products, and engage with existing and potential customers.
- 6.3.2 The Seller may tailor the appearance of the Seller Store to suit their needs. GEEKVERSE may, at its absolute discretion, add or modify certain elements in the appearance of the Seller Store only in the event of a given element refers to GEEKVERSE and/or any of the elements being a part of the Seller Store violates these Terms and Conditions and/or applicable Regulations.
- 6.3.3 The Seller is responsible for ensuring that Seller's commercial information, including legal name, address, business registration number, tax identification number, and any other information required by applicable Regulations is clearly visible within the Seller Store area.
- 6.3.4 The Seller is obliged to provide true, accurate, valid, and complete Products descriptions, in compliance with real Products features, interoperability, and compatibility. GEEKVERSE assumes no responsibility for the compliance of the Products description with its content, in a situation when the Seller misinforms regarding the Product. The Seller hereby entitles GEEKVERSE to use the information defined here and provided by them free of charge, to prepare translation of this content into other languages.
- 6.3.5 The Seller is solely responsible for setting up and operating their Seller Store, including all activities and content such as photos, images, graphics, information, and/or data uploaded, generated, stored, or displayed on and/or in connection with their Seller Store ("**Materials**"). The Seller agrees to allow other Users to view these Materials as well as grants GEEKVERSE a non-exclusive, free-of-charge, sublicensable, worldwide, transferable license to store, display and use uploaded Materials to enable it to provide Services.

### 6.4 Newsletter

- 6.4.1 GEEKVERSE provides free of charge a newsletter service to selected Users that includes commercial information regarding the Platform, changes and news in its functionality as well as events related to the activity conducted by GEEKVERSE and/or its Affiliates.
- 6.4.2 The newsletter is provided for an indefinite period upon subscribing to it. Each User may terminate the newsletter at any time by deactivating it in the Account or by clicking on the link in each email to cancel a subscription included in a newsletter message.
- 6.4.3 GEEKVERSE may terminate the newsletter at any time.
- 6.4.4 The Newsletter shall be sent to the e-mail provided by a User upon signing up for the newsletter.

## 7. **SERVICE FEES**

- 7.1 The Services are provided by GEEKVERSE free of charge.
- 7.2 GEEKVERSE reserves the right to introduce Fees by amending these Terms and Conditions according to the further provisions. The Fees for Services provided by GEEKVERSE, if any, may change, as well as GEEKVERSE reserves the right to temporarily suspend chosen Fees for promotional purposes (e.g., free bidding days) or for the development of new services and such changes become effective once a temporary promotional period or new service is announced on the Platform.

- 7.3 The User is solely responsible for any taxes relating to the use of the Services. A Buyer and a Seller are responsible for paying applicable taxes, fees, or other due amounts required in connection with the Transaction on their own, e.g., Sellers are responsible for all applicable taxes that arise from or as a result of their activity within their Seller Store. In any case, GEEKVERSE is not responsible for settling the above fees, taxes and other due amounts.
- 7.4 GEEKVERSE is not responsible for the delivery of Products offered by the Seller at a Seller Store and is not responsible for and does not authorize payments for Products delivered via the Seller Store.

## 8.

- 8.1 The Seller warrants, acknowledges and undertakes that:
- 8.1.1 has the full capacity and right to accept these Terms and Conditions, and assumes obligations imposed herein;
  - 8.1.2 Products offered on the Seller Store and data, documents, and information listed on the Seller Store are to be legally obtained, originate from legal sources, are to be free from any defects (both legal and physical) and any third-party rights and claims (including they do not violate (a) any copyrights, trademarks, patent rights, trade secrets, privacy rights, image rights, nor any other ownership rights or intellectual property rights, and (b) do not slander, defame, backbite, nor insult any persons nor entities and they do not violate their rights, including privacy rights, image rights, nor any personality rights);
  - 8.1.3 will not list and will not sell Products on Seller Store which contain or may be used to receive, directly or indirectly: (i) pornographic contents or sexually-oriented materials, (ii) gambling, lottery, or betting materials, (iii) personal information, (iv) hazardous, restricted, regulated materials, (v) embargoed digital Products, (vi) currency, or (vii) any other illegal contents and services;
  - 8.1.4 will not engage in any activity detrimental to the good name and reputation of GEEKVERSE, which may have a negative effect on the Platform, or on the other Seller;
  - 8.1.5 will not take any actions violating the Regulation, good practices, or rules of social conduct nor detrimental in any way to GEEKVERSE interests;
  - 8.1.6 as the operators of their Seller Stores, they are the Seller and supplier of the Products offered and this fact will be clearly defined in their contractual arrangements with the Users as well as the relevant invoice, bill or sales receipt;
  - 8.1.7 will be solely responsible for all applicable taxes and any similar charges and fees that arise from or as a result of their activity performed within their Seller Stores, particularly paying VAT relating to the sale of the Products offered within the Seller Store, in compliance with the applicable laws, even in the cases whereby such responsibility may be presumptively transferred to GEEKVERSE;
  - 8.1.8 will not infringe any Regulations (including but not limited to regulations regarding export control, protection of consumer rights, unfair competition, or fraudulent advertising) or promote any behaviour that might infringe or violate any applicable laws or legal provisions;
  - 8.1.9 will not become involved in spamming or phishing (will not acquire information deceitfully).

## 9. THE USER'S OBLIGATIONS

- 9.1 The User must not do or attempt to do anything that is unlawful, including directly or indirectly:



- 9.1.1 reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how, or algorithms relevant to the Services, or any software, documentation or data related to the Services (the “**Software**”);
  - 9.1.2 modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly and in writing permitted by GEEKVERSE or authorized within the Services);
  - 9.1.3 use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party;
  - 9.1.4 sell, resell, assign, sublicense, distribute, transmit, publicly display, rent, lease, lend, export, offer on a “pay-per-use” basis or publish the Platform or any part thereof in any form by any means to any third party, for monetary benefit or any other consideration;
  - 9.1.5 remove any proprietary notices or labels;
  - 9.1.6 interfere with or disrupt the integrity or performance of any Service or third-party data contained therein;
  - 9.1.7 attempt to gain unauthorized access to the Services or its related systems or networks;
  - 9.1.8 use the Services to build a competitive product or service or to benchmark with any products or services offered by GEEKVERSE;
  - 9.1.9 constitute a breach of an individual’s privacy (including uploading private or personal information without an individual’s consent) or any other legal rights;
  - 9.1.10 tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
  - 9.1.11 infringing the patents, copyrights, trademarks, rights of publicity, rights of privacy, moral rights, music performance or other music-related rights, or any other right of any third party;
  - 9.1.12 using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform;
  - 9.1.13 facilitating or assisting a third party to do any of the above acts.
- 9.2 The User is obligated to provide GEEKVERSE with justified requested information within 5 (five) calendar days as GEEKVERSE may request in connection of compliance with these Terms and Conditions by the User.
- 9.3 Any texts, graphic materials, interactive functions, logos, photographs, files, software, and any other materials on the Platform, except for those uploaded, transmitted, made available, or published by the User, as well as the selection, organization, coordination, compilation of the materials and the general outline and nature of the Platform constitute the intellectual property of GEEKVERSE. They are protected by copyrights, trademarks, patents, industrial design rights, and other rights, including international conventions and property rights. Without the explicit consent of GEEKVERSE, any User may duplicate, copy, download, disseminate, sell, distribute, or resell any services, information, texts, graphics, video clips, sounds, screenplays, files, databases, or lists whatsoever available on or via the Platform nor use them otherwise. It is forbidden to retrieve the Platform content systematically to create or compile, either directly or indirectly, a collection, compilation, database, and catalog (by using robots, search engines, automatic or manual devices) without written permission of GEEKVERSE. The use of any content or materials available from the Platform for purposes not specified in these Terms and Conditions is forbidden.
- 9.4 GEEKVERSE grants the Users a personal, limited, revocable, worldwide, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the functionalities of the Platform.

- 9.5 GEEKVERSE may provide the User with access to the content, products, or services offered by other providers via the hyperlinks (in the form of word links, banners, channels or whatever else) leading to the websites of such providers. GEEKVERSE has no control of the websites owned by other providers, nor does GEEKVERSE monitor such websites or is liable to Users for such websites, their content, or the products or services that are available from such websites.
- 9.6 By posting or publishing their content and materials on the Seller Store or by distributing them in any other way to GEEKVERSE or its Affiliates, the User grants GEEKVERSE and its Affiliates a non-exclusive, transferable, sub-licensable, royalty-free, permanent, free of charge and worldwide license to present, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create, use it in any way and for any purpose whatsoever that might be beneficial to the operation of GEEKVERSE and its Affiliates, currently or in the future, in any place. The User acknowledges and warrants that they have sufficient means and rights to ensure such a license.

## **10. DISCLAIMER, LIABILITY, AND INDEMNIFICATION**

### **10.1 General rules relating to disclaimer, liability, and indemnification**

- 10.1.1 The terms set out in this entire section shall apply to the fullest extent permitted by law. If the law applicable to the User prevents and/or excludes the application of disclaimer, limitations, and/or exclusions of liability, indemnities, or other legal institutions with a similar purpose or effect, as described in this entire section, then they do not apply to the legal relationship between GEEKVERSE and that User.
- 10.1.2 The terms set out in this entire section shall not apply to Consumers from the European Economic Area.
- 10.1.3 ALL PARTIES AGREE THAT ANY CLAIMS WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, PAGA, OR OTHER JOINT ACTION WITH RESPECT TO THE CLAIMS.

### **10.2 DISCLAIMER**

- 10.2.1 GEEKVERSE PROVIDES THE SERVICES AND THE PLATFORM "AS IS", AND "IF AVAILABLE". GEEKVERSE MAKES ANY WARRANTY OF ANY KIND THAT THE SERVICE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, AND SECURE OR OPERATE WITHOUT ERROR OR THAT ANY SOFTWARE PROVIDED HEREUNDER WILL OPERATE WITHOUT ERROR. TO THE MAXIMUM EXTENT PERMITTED BY REGULATIONS, GEEKVERSE DOES NOT MAKE ANY, AND EXPRESSLY DISCLAIM ALL, EXPRESS AND IMPLIED WARRANTIES AND STATUTORY GUARANTEES WITH RESPECT TO ITS PERFORMANCE UNDER THESE TERMS AND CONDITIONS, THE SERVICES, PLATFORM, INCLUDING AS RELATED TO AVAILABILITY, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT, AND THE IMPLIED WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.
- 10.2.2 TO THE MAXIMUM EXTENT PERMITTED BY REGULATIONS, GEEKVERSE HEREBY EXPRESSLY DECLINES ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, QUALITY, DURABILITY, FUNCTIONING, RELIABILITY, MERCHANTABILITY, OR SUITABILITY FOR ANY SPECIFIC PURPOSE OF THE PRODUCTS SOLD BY THE SELLERS OR SOLD BY ITSELF.
- 10.2.3 TO THE MAXIMUM EXTENT PERMITTED BY REGULATIONS, GEEKVERSE SHALL NOT BE RESPONSIBLE AND LIABLE IN RELATION TO:

- (a) ANY DAMAGES RESULTING FROM THE USE OF THE PLATFORM, ACCESSING IT, OR THE INABILITY TO USE THE PLATFORM BY THE USER DUE TO REASONS BEYOND GEEKVERSE CONTROL;
- (b) ANY DAMAGES RELATED TO VIRUSES, TROJAN HORSES ETC. WHICH MAY BE TRANSFERRED TO THE PLATFORM OR THROUGH THE PLATFORM BY THIRD PARTIES;
- (c) IMPLICATIONS OF ANY ACCESS DATA OR PRIVATE INFORMATION BEING ACCESSED BY ANY THIRD PARTY IN AN UNAUTHORIZED MANNER, IF IT OCCURS DUE TO REASONS RELATED TO THE USER, IN PARTICULAR BY REASON OF THE USER MAKING THEIR PASSWORD AVAILABLE TO A THIRD PARTY;
- (d) ANY ACTIONS TAKEN BY GEEKVERSE IN RELATION TO THE USER LINKED TO ANY INFRINGEMENT OF THE REGULATION AND/OR THESE TERMS AND CONDITIONS BY THE USER, PARTICULARLY SUCH AS ACCOUNT RESTRICTION, SUSPENSION, OR BLOCK ACCESS TO THE PLATFORM, INCLUDING ACCOUNT;
- (e) ANY HARM, DAMAGES, CLAIMS, COMPENSATION, NON-PECUNIARY DAMAGES, PHYSICAL AND LEGAL DEFECTS OF PRODUCTS SOLD THROUGH THE SELLER STORE BY SELLERS;
- (f) PAYMENT OF ANY TAXES, CHARGES, OR ANY SIMILAR FEES RELATED TO THE OPERATIONS OF THE SELLER STORE.

### 10.3 LIMITATIONS ON LIABILITY

- 10.3.1 INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY REGULATIONS, GEEKVERSE WILL NOT BE LIABLE TO THE USER IN RELATION TO THESE TERMS AND CONDITIONS OR THE SERVICES DURING AND AFTER THE TERM (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT, OR ON OTHER LEGAL OR EQUITABLE GROUNDS) FOR ANY LOST PROFITS, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF DATA, BUSINESS INTERRUPTION, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES, EVEN IF THESE LOSSES, DAMAGES, OR COSTS ARE FORESEEABLE, AND WHETHER OR NOT THE USER HAS BEEN ADVISED OF THEIR POSSIBILITY.
- 10.3.2 GENERAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY REGULATIONS, GEEKVERSE WILL NOT BE LIABLE TO THE USER IN RELATION TO THESE TERMS AND CONDITIONS OR THE SERVICES DURING AND AFTER THE TERM (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT, OR ON OTHER LEGAL OR EQUITABLE GROUNDS) FOR LOSSES, DAMAGES, OR COSTS EXCEEDING \$500 (FIVE HUNDRED AMERICAN DOLLARS).

### 10.4 INDEMNIFICATION – THE SELLER

- 10.4.1 THE SELLER SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND (COLLECTIVELY “**INDEMNIFY**” AND “**INDEMNIFICATION**”) GEEKVERSE AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, STOCKHOLDERS AND AFFILIATES (COLLECTIVELY, “**INDEMNIFIED PARTIES**”) FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, DAMAGES, LIABILITIES, LOSSES, SETTLEMENTS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY’S FEES AND COSTS), AS WELL AS ADJUSTMENTS, WHETHER OR NOT INVOLVING A THIRD PARTY CLAIM, WHICH ARISE OUT OF OR RELATE TO (I) ANY BREACH OF ANY REPRESENTATION OR WARRANTY OF THE SELLER CONTAINED IN THESE TERMS AND CONDITIONS, (II) ANY BREACH OR VIOLATION OF ANY COVENANT OR OTHER OBLIGATION OR DUTY OF

THE USER UNDER THESE TERMS AND CONDITIONS, UNDER REGULATION, (III) ANY ALLEGED BREACH AND/OR VIOLATION BY THE SELLER OF THIRD PARTY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, (IV) FAILURE OR IMPROPER PERFORMANCE OF THE OBLIGATION RELATED TO ISSUANCE AND DELIVERY OF A BILL AND/OR INVOICE TO THE BUYER, (V) ANY CLAIM RELATED TO THE TRANSACTION EXECUTED BY THE SELLER IN EACH CASE WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF GEEKVERSE OR ANY OTHER INDEMNIFIED PARTY AND WHETHER OR NOT THE RELEVANT CLAIM HAS MERIT.

- 10.4.2 THE SELLER SHALL INFORM GEEKVERSE IN WRITING OF ANY CLAIM, DEMAND, OR SUIT AND SHALL FULLY COOPERATE IN THE DEFENSE THEREOF. THE SELLER WILL NOT AGREE TO THE SETTLEMENT OF ANY SUCH CLAIM, DEMAND, OR SUIT PRIOR TO THE FINAL JUDGMENT THEREON WITHOUT THE CONSENT OF GEEKVERSE WHOSE CONSENT MAY BE WITHHELD AT GEEKVERSE SOLE AND ENTIRE DISCRETION.
- 10.4.3 UNLESS THE APPLICABLE LAW PROVIDES OTHERWISE, GEEKVERSE IS ENTITLED TO MAKE, AT ITS ABSOLUTE DISCRETION, ANY SET-OFF ANY FEES, CLAIMS, DEMANDS, ACTIONS, SUITS, DAMAGES, LIABILITIES, LOSSES, SETTLEMENTS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES AND COSTS), AS WELL AS ADJUSTMENTS.
- 10.4.4 THE SELLER ACKNOWLEDGES AND AGREES THAT DURING THESE TERMS AND CONDITIONS AND AFTER THEIR TERMINATION OR EXPIRATION FOR ANY REASON WHATSOEVER, THE SELLER SHALL CONTINUE TO BEAR LIABILITY FOR ALL ADJUSTMENTS AND INDEMNIFICATION OBLIGATIONS PURSUANT TO THESE TERMS AND CONDITIONS AND ALL OTHER AMOUNTS DUE OR WHICH MAY BECOME DUE UNDER THESE TERMS AND CONDITIONS. THIS LIABILITY IS NOT SUBJECT TO ANY LIMITATION OF LIABILITY THAT MAY BE EXPRESSED ELSEWHERE IN THESE TERMS AND CONDITIONS.

## **11. NOTICE AND TAKEDOWN PROCEDURE**

- 11.1 Any person and/or entity whose rights have been violated by the data uploaded (stored, transmitted, etc.) on the Platform is obliged to notify GEEKVERSE Limited via e-mail: geekverse@g2a.com or via registered mail to the address, indicating and submitting:
  - 11.1.1 the exact location of the data;
  - 11.1.2 the right violated;
  - 11.1.3 circumstances and evidence proving the legal title to bring an action in terms of the violated right that he or she is the sole person entitled to the data found on the Seller Store (in particular Products) and that the Seller has no right to them;
  - 11.1.4 personal data of the complainant, in particular, the name, surname, business name, registered seat address or residence address, and e-mail address;
  - 11.1.5 a separate personal data processing statement consenting to processing for the purposes of the notice and takedown procedure.
- 11.2 Following the receipt of a credible notification specified above, GEEKVERSE shall immediately block access to the data indicated in the notification (in particular, it shall delete them) and – as far as possible – it will notify the Seller responsible for uploading the data through their Seller Store, that such notification and claim by a third party has been submitted.
- 11.3 The Seller who has received notification mentioned in section above may submit its reply and evidence confirming its rights to distribute, make available, etc. the data, in particular evidencing copyrights, licenses, or ownership rights to the games and game activation codes.

- 11.4 The Seller who notified GEEKVERSE of the violation of their rights shall exercise due care so that any disputes in terms of the rights to data uploaded/made available on the Platform was settled through conciliation. If the dispute parties reach an agreement, the disputed data – subject to the terms of the agreement – may be:
- 11.4.1 uploaded back to the Platform without amendments;
  - 11.4.2 uploaded back to the Platform, amended in accordance with the changes agreed by the parties;
  - 11.4.3 permanently removed from the Platform.

Any agreements between the parties allowing for the data to be uploaded back to the Platform shall be made in writing, signed by the authorized persons, and sent as an original via registered mail to the address set out.

- 11.5 Where:
- 11.5.1 it is not possible to determine whether the Seller is responsible for the publication of third party's data or their distribution on the Platform etc.
  - 11.5.2 the Seller does not submit any reply to the notification of the third party's claim within 14 days from its receipt from GEEKVERSE to the Seller's e-mail address or does not submit any evidence on having rights to publish, distribute the data, etc. within that period such data will be permanently removed from the Platform.
- 11.6 Where any notification is received from competent authorities or credible information is submitted on the illegal nature of the data available on the Platform, GEEKVERSE will immediately disable any access to such data.
- 11.7 GEEKVERSE reserves the right to, at its own initiative, remove specific data from the Platform or prohibit transmitting, posting, or storing, etc. if they are illegal or unlawful.
- 11.8 GEEKVERSE can prevent adding certain data or offering certain products within the Platform by the Sellers' Stores if GEEKVERSE disposes of reliable information that such actions are against the Regulations, these Terms and Conditions, or statements given by the Seller.

## **12. CONVERSATION MODULE**

- 12.1 GEEKVERSE provides a conversation module – a tool and feature providing additional channel of communication between Sellers and Buyers available within the Seller Store.
- 12.2 Every Seller is obligated to:
- 12.2.1 observe the rules of due diligence in the conversations, i.e., respond in the conversations and not postpone the resolution of the reported issues beyond actual investigation time;
  - 12.2.2 use the conversations module in good faith, i.e., the Seller actively trying to resolve the issues reported by the Buyer;
  - 12.2.3 not post, promote, or transmit any unlawful, false, harassing, libelous, harmful, vulgar, obscene, or otherwise objectionable material of any kind or nature via the conversation module;
  - 12.2.4 not mark GEEKVERSE as the party responsible for resolving post-sales issues, other than in the case of malfunction of the provision of the services which is GEEKVERSE's responsibility under these Terms and Conditions.

## **13. COMPLAINTS PROCEDURE RELATED TO THE SERVICES OFFERED BY GEEKVERSE**

- 13.1 Buyer's complaint

- 13.1.1 The Buyer may submit a complaint to GEEKVERSE related to the Services. The Buyer should include in the complaint, their name and surname, e-mail address (or other correspondence address), the subject of the complaint, and the reason for the complaint. The complaint will be considered immediately, however not later than within 14 (fourteen) calendar days of its receipt. The Buyer will be informed about the method and result of the complaint consideration via the correspondence address or e-mail. The costs of using the said means of distance communication by the Buyer are borne by the Buyer and they are calculated according to the rates of the telecommunications operator whose services the Buyer use.
- 13.1.2 The complaints shall be submitted by the Buyer by sending them to the following address: (a) internal conversation module, (b) geekverse@g2a.com or (c) the company address.
- 13.2 Seller's complaint
- 13.2.1 The Seller may submit a complaint to GEEKVERSE related to the Services. The Seller should include in the complaint, their name and surname, e-mail address (or other correspondence address), the subject of the complaint, and the reason for the complaint.
- 13.2.2 The Seller's complaint will be considered by GEEKVERSE immediately, however not later than within 14 (fourteen) calendar days of its receipt. The Sellers will be informed about the method and result of the complaint consideration via the correspondence address or e-mail. The costs of using the said means of distance communication by the Seller are borne by the Seller and they are calculated according to the rates of the telecommunications operator whose services the Seller use.
- 13.2.3 The Seller's complaint shall regard any of the following issues:
- (a) alleged non-compliance by GEEKVERSE with any obligations laid down in applicable law which affects the Seller;
  - (b) technological issues which relate directly to the provision of the Services, and which affect the Seller; and
  - (c) measures are taken by, or behavior of, that GEEKVERSE relates directly to the provision of the Services, and which affect the Seller.
- 13.2.4 The complaints shall be submitted by the Seller by sending them to the following address: geekverse@g2a.com or on the company address.
- 13.2.5 In the case of a Seller, GEEKVERSE is willing to cooperate with the mediators listed [here](#) to achieve an out-of-court settlement of any disputes with business participants; however, before initiating such mediation proceedings, the Seller should attempt to clarify their concerns with GEEKVERSE's customer service.

## 14. TERMINATION, SUSPENSION, AND RESTRICTION

- 14.1 These Terms and Conditions are executed for an unspecified period.
- 14.2 Without prejudice to other provisions of these Terms and Conditions and the rights and remedies granted by Regulations, GEEKVERSE is entitled to:
- 14.2.1 immediately restrict providing Services to the User when at least one of the following circumstances or events occurs:
- (a) the User breaches any of these Terms and Conditions and/or breaches any provision of the applicable law related to the use of the Platform,
  - (b) the User's Account has been taken over by a third party, and/or Account's credentials leaked to a third party,

- (c) the User whose Account was previously suspended and/or terminated has created the new Account;
- 14.2.2 immediately suspend providing Services to the User when at least one of the following circumstances or events occurs:
  - (a) the User breaches any of these Terms and Conditions and/or breaches any provision of the Regulations related to use of the Platform,
  - (b) the User's Account has been taken over by a third party and/or Account's credentials leaked to a third party,
  - (c) the User whose Account was previously suspended and/or terminated has created the new Account;
  - (d) in the case of the Seller – the Seller has not paid the financial receivable related to their activity within the Seller Store, including resulting from Fees, Adjustments;
- 14.2.3 terminate with at least 30 (thirty) calendar days' notice period the agreement governed by these Terms and Conditions when at least one of the following circumstances or events occurs:
  - (a) obtaining by GEEKVERSE a court order or authority decision requiring to terminate the agreement governed by these Terms and Conditions with the User;
  - (b) the User breaches any provision of these Terms and Conditions,
  - (c) the User breaches any provision of the applicable law related to the use of the Platform; and/or
  - (d) in the case of the Seller – the Seller has not paid the financial receivable related to their activity within the Seller Store, including resulting from Fees, Adjustments.
- 14.3 Where GEEKVERSE decides to restrict or suspend the Services to the Seller, it shall provide the Seller concerned, prior to or at the time of the restriction, suspension, or termination taking effect, with a statement of reasons for that decision on a durable medium.
- 14.4 Where GEEKVERSE decides to terminate the provision of the whole or any part of these Terms Conditions and Conditions to a User, it shall provide the User concerned, at least 30 (thirty) days prior to the termination taking effect, with a statement of reasons for that decision on a durable medium. The notice period set forth above shall not apply where GEEKVERSE:
  - 14.4.1 is subject to a legal or regulatory obligation that requires it to terminate the provision of the whole of its Services to a User in a manner that does not allow to respect that notice period;
  - 14.4.2 exercises a right of termination under an imperative reason pursuant to national law;
  - 14.4.3 can demonstrate that the User concerned has repeatedly infringed these Terms and Conditions, resulting in the termination of the provision of the whole of the Services.
- 14.5 In the case of suspension, restriction, or termination, GEEKVERSE shall give the User the opportunity to clarify the facts and circumstances in the framework of the internal complaint-handling process referred to in this section. The User may clarify any of the facts and circumstances set forth above in accordance with section of these Terms and Conditions. Where the suspension, restriction, or termination is revoked by GEEKVERSE, it shall reinstate the User without undue delay, including providing the User with any access to personal or other data, or both, that resulted from its use of the relevant electronic services prior to the suspension or termination has taken effect.

- 14.6 The User has the right to terminate these Terms and Conditions at any time for any reason by providing GEEKVERSE with a termination via [geekverse@g2a.com](mailto:geekverse@g2a.com). Upon termination of these Terms and Conditions with the Seller, their Seller Store will be taken offline.
- 14.7 Upon termination of these Terms and Conditions:
- 14.7.1 GEEKVERSE will immediately cease providing the Services or prevent the User from using the Services;
  - 14.7.2 The User is obligated to pay all Fee for all Services provided prior to termination, and all other amounts due and payable under this Agreement if such Fees and/or other amounts have not already been paid;
  - 14.7.3 upon request, the User must destroy or return the confidential information of the GEEKVERSE, except for any confidential information required to be maintained by law;
  - 14.7.4 termination of these Terms and Conditions will not affect any rights or liabilities that a Party has accrued under it.

## **15. WITHDRAWAL**

- 15.1 This entire clause shall apply solely to the Consumer that has a place of residence, or place of habitual residence within the European Union.
- 15.2 The Consumer has the right to withdraw from these Terms and Conditions executed with GEEKVERSE within 14 (fourteen) days without giving any reason. The withdrawal period will expire after 14 (fourteen) days from the day of creation of the Account.
- 15.3 To meet the withdrawal deadline, it is sufficient to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired. If the Consumer withdraws from these Terms and Conditions GEEKVERSE shall reimburse him/her all payments received from his/her (if any), without undue delay and in any event not later than 14 (fourteen) days from the day on which GEEKVERSE is informed about the decision to withdraw from these Terms and Conditions. GEEKVERSE will carry out such reimbursement using the same means of payment as the Consumer used, unless the Consumer, has expressly agreed otherwise; in any event, the Consumer, will not incur any fees as a result of such reimbursement.
- 15.4 In order to withdraw from these Terms and Conditions, the Consumer may send a statement of withdrawal, for example (i) via the contact form on the Platform by creating a ticket, (ii) in writing to company address, or (iii) via e-mail mail at the following address: [geekverse@g2a.com](mailto:geekverse@g2a.com).
- 15.5 In the statement of withdrawal from these Terms and Conditions, the Consumer should enter (i) name and surname, (ii) email address, and (iii) postal address, if available. GEEKVERSE shall immediately confirm to the Consumer, the receipt of the withdrawal from these Terms and Conditions in feedback to him/her on a durable medium, including via e-mail.
- 15.6 The Consumer may use the attached model withdrawal form available at the end of these Terms and Conditions, but it is not obligatory.

## **16. ACCESS TO THE DATA**

- 16.1 The Seller does not have access to the information provided or generated by the Seller after the termination of the terminate these Terms and Conditions with GEEKVERSE.
- 16.2 GEEKVERSE does not provide access to personal data or other data, or both, which the User provides for the use of the Platform, including Services, concerned or which are generated through the provision of those Services.
- 16.3 If the termination of the agreement has been made by GEEKVERSE the User cannot create another Account on the Platform without GEEKVERSE's prior consent.



## **17. FORCE MAJEURE**

- 17.1 GEEKVERSE will not be in default or otherwise liable for any failure of its performance under these Terms and Conditions to the extent that failure arises by reason of any cause or circumstances beyond the reasonable control of GEEKVERSE, including but not limited to the reason of an act of God, the elements, adverse weather conditions, fire, flood, riots, strikes, accident, war, government requirements or any action of the government in its sovereignty capacity, act of civil or military authority, action or inaction of a supplier or other third party, fiber or cable cut, subsea fiber damage, inability to secure materials, labor or transportation, epidemic or catastrophe

## **18. CONFIDENTIALITY AND PRIVACY POLICY**

### **18.1 Confidentiality**

18.1.1 During the term of these Terms and Conditions and for 5 (five) years from the date of its termination, the User is obliged not to disclose to third parties any data, documents, and information that the User has received from GEEKVERSE or which the User received access in connection with the Services provided or the use of the Platform.

18.1.2 GEEKVERSE is entitled to share data, documents, and information about the User when it is a consequence of applicable legal or regulatory provisions or at the request of a competent judicial or other public authority. This applies in particular to anti-money laundering and terrorist financing regulations.

18.1.3 It is forbidden to use the information referred to this section for commercial purposes consisting in promoting the User's activity outside the Platform in any form. In particular, it is prohibited to:

- (a) making proposals to buy or sell the Item outside the Platform;
- (b) setting up accounts for Users in online stores.

### **18.2 Personal data**

18.2.1 Personal data provided by Users in places intended for this purpose is processed by GEEKVERSE in accordance with applicable law and in accordance with the Privacy and Cookies Policy.

## **19. AMENDMENTS**

- 19.1 GEEKVERSE reserves the right to make any changes and modifications to these Terms and Conditions, including the right to introduce new provisions and delete the previous ones, due to important reasons, in particular:

19.1.1 changes in generally applicable regulations, if as a result of this change, GEEKVERSE is legally obliged to change these Terms and Conditions;

19.1.2 a court judgment or an administrative decision, if the Terms and Conditions contain provisions similar to those reviewed by a court or authority, which require changes to these Terms and Conditions due to the content of the judgment or decision;

19.1.3 recommendations issued by the supervisory body over the activities of GEEKVERSE or offices or courts interpretation of regulations, if they concern the matter covered by these Terms and Conditions and as a result of their issuance there will be a need to amend these Terms and Conditions, the purpose of which is to adapt the content of these Terms and Conditions to the issued recommendation or official or court interpretation regulations;

19.1.4 in order to ensure the proper functioning of the Platform;

19.1.5 in order to introduce new products or services offered by GEEKVERSE or to highlight new product categories;

- 19.1.6 in order to modify and/or add the functionality of products, services, or service delivery methods due to technological requirements;
  - 19.1.7 in order to ensure the safety and security of Users;
  - 19.1.8 changes in the amount of Fees charged by GEEKVERSE;
  - 19.1.9 in order to prevent abuse or crime by Users;
  - 19.1.10 the need to correct obvious mistakes or typographical errors or to fill gaps or inaccuracies in these Terms and Conditions (which changes in these Terms and Conditions will not affect the rights and obligations of the User);
  - 19.1.11 changes in the GEEKVERSE's offer regarding the scope, functionality of Services or Platform, the process of establishing relations with GEEKVERSE or concluding product agreements (which changes in the Terms and Conditions, however, will not affect the rights and obligations of the Customer);
  - 19.1.12 introduction of new sales channels (which changes to these Terms and Conditions, however, will not affect the rights and obligations of the User);
  - 19.1.13 changes in the marketing names of products and services (which changes in these Terms and Conditions, however, will not affect the rights and obligations of the User);
  - 19.1.14 changes in the names of titles, subtitles, and chapters (which changes in the Terms and Conditions, however, will not affect the rights and obligations of the User);
  - 19.1.15 withdrawal of products or services from the offer (which changes in the Terms and Conditions, however, will not affect the rights and obligations of the User).
- 19.2 In this case, GEEKVERSE shall inform Users of the changes, by sending them a copy of the amendments on the durable medium (for example via e-mail) and a revised version of the Terms and Conditions, no later than fifteen (15) days prior to entry into force to the planned amendments. GEEKVERSE may grant a longer notification period for amendments to these Terms and Conditions if necessary to allow Users to make technical or commercial adjustments to comply with the changes.
- 19.3 If the User does not accept the amendments provided to these Terms and Conditions, they shall have the right to terminate these Terms and Conditions before the expiry of the notice period. Such termination shall take effect within fifteen (15) days from the receipt of the notice.
- 19.4 Without prejudice to the above, GEEKVERSE may amend these Terms and Conditions without the fifteen (15) days period referred to above, with immediate effect, if:
- 19.4.1 is subject to a legal or regulatory obligation under which it is required to amend the Terms and Conditions in a manner that does not allow it to respect the fifteen (15) days' notice period;
  - 19.4.2 has exceptionally to change these Terms and Conditions to address an unforeseen and imminent danger related to the Services operation, as well as defend the Platform, and Users from fraud, malware, spam, data breaches, or other cybersecurity risks.

## **20. MISCELLANEOUS**

- 20.1 Neither party may transfer their rights, obligations, or claims arising hereof to any third party without the prior written consent of the other party.
- 20.2 Should any provisions hereof prove to be invalid or ineffective, they will not affect the validity of the remaining provisions. Invalid or ineffective provisions will be replaced by such valid provisions which reflect the economic value, intention of the parties, and objective of the invalid or ineffective provisions to the highest extent.

20.3 Some elements of the Platform have been translated (including using software for automatic text translation). The text has been translated with due diligence, however, some translations (in particular those made by a computer program) may not be perfect or may not be properly translated due to the limitations of the text translation software. GEEKVERSE recommends caution when using translated content.

**FORM OF WITHDRAWAL**

I hereby withdraw from the contract of the Services provided under GEEKVERSE Marketplace.

Name and surname: \_\_\_\_\_

Delivery address: \_\_\_\_\_

Please refund the price you paid along with the costs incurred by me/us to this bank account number/as follows signature (only if this form is sent via e-mail provided in account details):

\_\_\_\_\_

Place and date: \_\_\_\_\_

Signature: \_\_\_\_\_