

**GENERAL INFORMATION**

1. The game loot trading website called Market4diamonds (hereinafter referred to as "Platform") is operated by API World Sp. z o.o. with its registered office in Rzeszów, ul. Tadeusza Boya-Żeleńskiego 16, 35-105 Rzeszów, Poland, registered under number 0000963624 in the Register of Entrepreneurs of the National Court Register (hereinafter referred to as "Market4diamonds").
2. Market4diamonds creates a space on the Platform for the trading of Game Loot by its Users and organises its course. Market4diamonds is never a party to any agreement as part of a gaming loot transaction, including in particular it does not create, sell or exchange loot. Market4diamonds offers hosting services, acting as an intermediary between Buyers and Sellers.
3. Within the scope of organising the course of trade in Loot, Market4diamonds provides services on a "fulfilment" basis, i.e. it handles the process of transferring the Loot independently of the direct activity of the User. As part of a concluded transaction, Market4diamonds automatically collects the Loot gathered by one User and, after payment, transfers it to another. The specific rules for handling transactions may vary from Tab to Tab.
4. Market4diamonds, in providing its services, makes limited use of payment instruments specified in Article 6, point 11, letters a and b of the Act of 19 August 2011 on payment services, i.e. payment instruments used only to purchase a very limited range of goods or services within a limited payment network. The activity in question is not subject to the provisions of the aforementioned Act.
5. Please read these Terms and Conditions carefully before using the Platform. By registering an account or already using the Platform, the User accepts these Terms and Conditions. Failure to accept any of their provisions makes it impossible to use the Platform.
6. The User's use of the Platform implies a request by the User for the performance of the services provided on the Platform even before the expiry of the possible 14-day period to withdraw from the contract without stating reasons and incurring costs, a right guaranteed by Article 27 of the Consumer Rights Act of 30 May 2014, if the User could be entitled to such a right. In the process of trading digital goods on the Platform, the User, once a transaction has been made, obtains immediate access to the digital goods acquired and there is no possibility of withdrawing from the transaction made or obtaining a refund, which the User accepts when starting to use the Platform.
7. Subject to point 7.1 below, any changes to these Terms and Conditions will require the User's prior consent. If the User does not accept the changes to the Terms and Conditions within 15 days from the date of notification of the changes, Market4diamonds reserves the right to restrict the User's use of the Platform until the User accepts the updated Terms and Conditions.
  - 7.1 Market4diamonds may unilaterally amend these Terms and Conditions for valid reasons in order to:
    - a) adapt the Terms and Conditions to existing or adopted laws or regulations,
    - b) adapt the Terms and Conditions in line with any court rulings, decisions of consumer protection authorities or other competent bodies concerning More4diamonds, insofar as they make it necessary to amend the Terms and

Conditions to the extent that they are not in compliance with these rulings and decisions

c) prevent abuse, damage or for security reasons;

d) make editorial changes to these Terms and Conditions (for example, to correct grammatical or spelling errors), provided that such changes do not lead to a change in the content or meaning of these Terms and Conditions.

8. The User should be aware that not all activities provided or enabled by the Platform will be permitted in all countries. It is the responsibility of the User to ensure that his/her use of the Platform is lawful in the territory in which he/she resides. Otherwise, any claims against the Platform arising from breaches in the aforementioned respect shall be deemed groundless.
9. The Platform is not intended for use by anyone under the age of 18.
10. The Platform may not be used for illegal, offensive or other purposes contrary to good morals, including those connected with fraudulent intentions.

## **Chapter 1 - DEFINITIONS**

Where the following terms are used in these Terms and Conditions, they shall be given the meaning indicated in this chapter. Whenever a capitalised term appears, reference should be made to the relevant section in this chapter.

1. News - means the content made available by the Platform on the Site, including news regarding posted offers, competitions, games, promotions and information about new Services available on the Site;
2. Payment Service Provider - means the payment service provider operating under the name Fenige Sp. z o.o with its registered office in Warsaw, Promienna 10, 03-672 Warszawa, KRS: 000046147, REGON:146693435 and Quicko Sp. z o.o. Adress: Sienkiewiczza 49, 42-600 Tarnowskie Góry, KRS:0000350151, REGON: 142004870 and Payments Lab Sp. z o.o. Adress: ul. Chmielna 2/31 00-020 Warszawa, KRS: 0000845085, REGON: 386243396, NIP: 525-282-53-00
3. Forum - means a subpage of the Platform where Users can publicly communicate with each other.
4. Catalogue - means the electronic catalogue of Loot that Sellers have put up for sale or exchange via the Platform on a specific Tab. The Catalogue can be divided into individual sections - depending on the category of Loot;
5. Buyer - means any User who buys or wishes to buy one or more Loot on the Platform
6. Account - means the User's account created during registration on the Portal, allowing participation in the Loot trade
7. Loot - means a virtual good from a specific game which the User has placed in the Catalogue under the appropriate Tab for the purpose of selling or exchanging it
8. Visitor - means any natural person who visits the Platform but has not created an Account;
9. Platform - refers to the Market4diamonds website - [www.market4diamonds.com](http://www.market4diamonds.com) - which creates the space for trading Game Loot and organises the trading process. "Platform" includes the services and all content, tools, features and functionalities serving the above purposes.
10. Privacy Policy - means document which defines the manner in which API World Sp. z o.o. collects, uses, stores and transfers personal data;
11. Market4diamonds Wallet - means the financial service provided by the Payment Service Provider that enables Users to set up virtual wallets on the Portal. The Market4diamonds Wallet allows Users to receive funds for the Loot sold on the Portal, store

these funds, withdraw funds to the User's bank account or purchase the Loot from other Users on the Portal;

12. Seller - means any User who has placed one or more Loot in the Loot Catalogue of any Tab of the Platform. For the purposes of providing payment services, a Seller is a person who has made at least one Sale Transaction of the Loot;
13. Transaction - means any transaction made using the "Buy" or "Exchange" button between Users, through which ownership and/or the right to use the respective Loot is transferred from one User to another;
14. User - means any natural person who has created an account on the Platform and accepted these Terms and Conditions.
15. Tab - means a subpage of the Platform for trading Loot from a specific game. Each Tab can only relate to one game.
16. Terms and conditions of third parties - the terms and conditions of using services of third parties whose tools and content are used on the Platform. If third-party services are subject to separate terms and conditions, a link to the relevant terms and conditions will be made available on the Platform under the relevant Tab
17. Integrated Payment System - means the on-line payment system for Loot, made available to the Buyer on the Platform. These services are provided by the Payment Service Provider (as defined above);

## **Chapter 2 - COPYRIGHT**

1. All rights to the layout, codes, structure and organisation of the Platform, including trade secrets, intellectual property rights and all other copyrights regarding the Platform are vested in Market4diamonds. No part of the website may be copied, distributed, published, modified or translated without the written consent of Market4diamonds.
2. The domain name "www.market4diamonds.com" is the exclusive property of Market4diamonds.
3. The entire content of the Platform, including in particular, images, graphics, photos, animations, videos, audios, music, sounds, texts, terms and conditions, belong exclusively to Market4diamonds or its affiliated partners and are protected by intellectual property rights or other laws. By using the Platform, Users do not acquire any rights to any of its content.

## **Chapter 3 - RULES OF USE**

1. Market4diamonds creates a space on the Platform for the trading of Game Loot by its Users and organises its course. Market4diamonds is never a party to any agreement as part of a gaming loot transaction, including in particular it does not create, sell or exchange loot. Market4diamonds offers hosting services, acting as an intermediary between Buyers and Sellers.
2. Visitors can search for and view the Loot in specific Tabs, read the Forum and other content provided by Users, as well as News published on the Portal. Visitors are not considered to be Users and cannot trade in Loot.
3. Buying and exchanging the Loot is only possible for Users.
4. Selling the Loot is only possible for Users who successfully pass the KYC verification process on the Platform.
5. Obtaining the status of a User requires Registration on the Portal and creating an Account. The account is created free of charge.

6. In the registration process, i.e. directly in the registration form visible after clicking on "My Profile" tab and then "Register", it is necessary to enter the first name, surname, e-mail address and password that will enable the Platform to identify the User each time he/she accesses it, and optionally the "Referral Code"
7. Market4diamonds uses the provided data for the purposes and in the manner described in the Privacy Policy. In order to protect the User's Account and to ensure the safety of other Users, Market4diamonds may verify the information contained in the User's Account or ask the User to answer relevant questions, request the User to provide certain information or assist in verification procedures ("Security Procedures"). The Security Procedures are designed to confirm that the person accessing and/or conducting transactions from the User Account is authorised to do so.
8. Certain features of the Platform use tools and services provided by third parties, which may be subject to separate terms and conditions. For example, in order to use the Integrated Payment Service, the User must agree to the following terms and conditions of the Payment Service Provider. Trading in Loot in individual Tabs will be possible only after acceptance of the terms and conditions of use of specific games (if any), a link to which will be provided on the Platform. Such separate terms and conditions will be made available to the User in a format that allows them to be reproduced and stored within the respective third-party services and must be accepted separately if the User wishes to use the respective third-party services.

#### **Chapter 4 - PUTTING UP THE LOOT FOR SALE**

1. On the Platform, it is only permissible for Users who are in the possession of the Loot, i.e. who are authorised to transfer their ownership, to put them up for sale.
2. The platform is divided into Tabs dedicated to specific games.
3. The sale or exchange of the Loot within a specific Tab requires prior acceptance of, and compliance with the terms and conditions of the game - if any.
4. The User putting up the Loot for sale must complete the form, i.e. select the Tab by source of the Loot and then the Category that most accurately represents the Loot. Depending on the Tab, it may also be required to indicate the number of units of the Loot and the proposed price or the Loot expected in exchange.
5. The inclusion by a User of a given Loot in the Catalogue, once it has been published on the Platform, constitutes an offer for the sale of that Loot, which may be accepted by another User.
6. Loot can be put up for sale indefinitely or for a specific period of time. Upon cancellation of the listing of the Loot for sale, the offer will expire.
7. The User who has put the Loot up for sale may withdraw it, change the price or the quantity at any time before another User - the Buyer - accepts the offer.
8. The Buyer may offer the Seller a different price or specific, different Loot for the Loot put up for sale.

#### **Chapter 5 - BUYING THE LOOT**

1. Users can purchase the Loot on the Platform in individual Tabs using the "Buy" or "Exchange" button.
2. As a result of activating the "Buy now" or "Exchange now" button, Users participating in the transaction are bound by a sale or exchange agreement based on the data visible on the Platform, agreed between the Buyer and the Seller, and in addition to the relevant terms and conditions contained in the present General Terms and Conditions. The Buyer agrees to pay for the Loot, or alternatively to transfer ownership of another Loot, and the Seller agrees to transfer ownership of the

Loot put up for sale. Market4diamonds is not a contracting party.

3. The Loot in a specific Tab can only be acquired by a User who is a player of the game to which the Tab is dedicated.

## **Chapter 6 - USER OBLIGATIONS**

1. The User is obliged to comply with the following rules when using the Platform:
  - 1.1 when registering on the Platform, the User must provide truthful information about himself/herself (in particular, his/her name and e-mail address);
  - 1.2 the User may only register once on the Platform and may not create more than one Account, unless a third party has gained access to the User's Account, of which the Marketplace shall be informed
  - 1.3 the Platform may not be used for unauthorised or criminal purposes
  - 1.4 when using the Platform, it is necessary to provide objective, correct, comprehensive and detailed information on the Loot, exchange and/or sale;
  - 1.5 it is not permitted to use (and in particular to share and/or publish) computer programs and/or files which contain viruses or which may disrupt the normal operation of the Platform or infect Users' computers, thereby causing loss to the User or his/her property or preventing the User from using the Platform
  - 1.6 the User may not offer and/or share and/or otherwise promote links to other sites and/or companies that offer services similar to those offered on the Platform;
  - 1.7 the User may not offer, share or otherwise promote links to other sites or companies that offer services similar to those offered on the Platform or to sites or companies whose content or activities are contrary to the law or to the content policy of Market4diamonds;
  - 1.8 the User is not allowed to carry out data mining, screen scraping or crawling on any part of the Platform.
  - 1.9 the User may not disassemble, decompile or reverse engineer any part of the Platform;
  - 1.10 the User may not adapt, copy, alter, edit, distribute or commercialise any of the contents of the Site without the prior written consent of the Platform.
  - 1.11 in order to be able to sell the Loot, the User must undergo KYC verification. As part of the verification process, the Platform charges a one-off, non-refundable fixed administrative fee for the verification of the User.
2. Market4diamonds has an internal procedure in place for the prevention of money laundering and terrorist financing. In order to verify the counterparty or User, it is entitled to request additional information and the counterparty or User is obliged to provide such information. Refusal shall constitute grounds for restricting or blocking of the User's account.

## **Chapter 7 - RESTRICTION OR BLOCKING OF USER'S ACCOUNT**

1. Market4diamonds can:
  - 1.1 Restrict the User's Account. Users whose accounts have been Restricted may not use or even lose access to certain features of the Platform, e.g. the ability to put Items up for sale.
  - 1.2 Temporarily or permanently block the User Account. Users whose accounts have been blocked lose access to the Platform.
2. Market4diamonds shall take the aforementioned measures proportionate to the circumstances and nature of the infringements committed by the User.
3. Market4diamonds may restrict or block a User's Account after issuing a warning if the User:
  - 3.1 Breaches the Platform's terms and conditions, in particular the provisions of Chapter 6

