# **DELIVERY & FULFILMENT POLICY**

## **PREAMBLE**

### **General Declaration**

Policy Adoption and Corporate Standing

This Delivery & Fulfilment Policy (hereinafter sometimes referred to, inter alia, as the "Policy") is a document of binding legal effect and interpretive authority, adopted, executed, published, and promulgated by SellMMO Group FZ LLE, Fujairah Creative City Free Zone, License No. 14608/2019, P.O. Box 4422, United Arab Emirates — a juridical person duly incorporated, validly existing, and in good standing under the laws of the United Arab Emirates, specifically within the Fujairah Creative City Free Zone, situated in the Creative Tower, Emirate of Fujairah, UAE.

The Company acts, mutatis mutandis, in its capacity as an Aggregator and Escrow Facilitator, operating technical and compliance infrastructure for the fulfilment of In-Game Valuables, rather than as a direct seller thereof, together with its Affiliates, Subsidiaries, and duly authorised successors or assigns (collectively, the "Company" or the "Group").

Purpose and Public Character

This Policy constitutes the principal public-facing instrument governing all aspects of order acknowledgement, delivery, verification, proof-of-fulfilment, acceptance, and escrow release associated with In-Game Valuables purchased or delivered through the Company's technical ecosystem.

It serves as a declaration of the Company's commitment to transparent, lawful, and consumer-protective fulfilment operations, forming part of SellMMO Group's broader compliance corpus together with its other published instruments on payment integrity, buyer protection, financial-crime prevention, and information governance.

# **Legal Basis and Interpretive Framework**

Applicable Instruments

This Policy shall be construed, mutatis mutandis, in harmony with and by reference to the following legislative and regulatory instruments governing digital content supply, consumer rights, payment integrity, and compliance oversight, as amended from time to time:

- (a) Federal Decree-Law No. 14 of 2018 Concerning the Central Bank and Organisation of Financial Institutions and Activities, and Retail Payment Services and Card Schemes Regulation (RPSCS) issued by the Central Bank of the UAE;
- (b) Federal Decree-Law No. 45 of 2021 Regarding the Protection of Personal Data of the UAE (PDPL);
- (c) EU Directive 2019/770 on certain aspects concerning contracts for the supply of digital content and digital services;
- (d) UK Consumer Rights Act 2015 and UK GDPR; and
- (e) comparable U.S. state consumer-protection statutes, together with FATF Recommendations and related AML/CFT frameworks.

### Interpretive Clause

1 Provided however that nothing herein shall be construed to waive, diminish, or derogate from any mandatory provision of Applicable Law.

In the event of any inconsistency between this Policy and an Applicable Law, the interpretation most protective of the Buyer's mandatory consumer rights and most compliant with regulatory obligations shall prevail.

## **Corporate Philosophy and Principles**

Recognition of Legitimate Expectations

The Company recognises that users engaging in transactions for In-Game Valuables are entitled to clarity, reliability, and procedural fairness in respect of order execution and delivery.

Accordingly, the Company affirms its dedication to ensuring that all escrow, fulfilment, and verification operations are conducted in good faith, under lawful compliance conditions, and with respect for legitimate buyer and seller expectations, subject always to the Company's duties under AML/CFT and sanctions legislation.

Operational Integrity and Ethical Governance

The Company conducts its fulfilment operations in accordance with principles of transparency, accountability, proportionality, and consumer protection, balancing commercial efficiency with statutory obligations.

This Policy is issued as a living instrument of operational accountability and a manifestation of the Group's adherence to lawful escrow governance, delivery verification, and fair-trading practices, all underpinned by applicable risk-management standards.

# **Structure and Overview of the Policy**

Structural Outline

For clarity and interpretive consistency, this Delivery & Fulfilment Policy is organised into consecutively numbered Sections and a Schedule, each serving a defined legal or procedural function within the Company's buyer-facing compliance framework.

The arrangement of this Policy reflects the logical flow of a Buyer transaction from order initiation to escrow release and post-delivery dispute handling, ensuring transparency, traceability, and legal certainty under Applicable Law.

The structure is as follows:

- Preamble establishes the Company's legal authority, interpretive context, and guiding philosophy;
- Section 1 Definitions sets forth key defined terms used throughout the Policy;
- Section 2 Scope; Applicability; Exclusions delineates the transactions, parties, territorial reach, and carve-outs governed by this Policy;
- Section 3 Order Lifecycle and Acknowledgement defines procedural stages from payment confirmation through commencement of fulfilment;
- Section 4 Delivery, Acceptance & Escrow Release outlines fulfilment obligations, acceptance conditions, and escrow-release triggers;

- Section 5 Proof-of-Fulfilment and Evidentiary Standards prescribes evidentiary artefacts, retention rules, and verification standards;
- Section 6 Disputes; Risk Holds & Compliance Freezes governs dispute-resolution procedures, temporary holds, and compliance interventions;
- Sections 7 13 address quality and conformity of supply, data-protection duties, operational safeguards, fees, disclaimers, liability, and force majeure events;
- Section 14 Governing Law and Jurisdiction;
- Section 15 Amendments and Survival specify controlling law, forum, amendment process, and survivability of rights; and
- Schedule 1 Supported Delivery Methods and Proof Requirements enumerates recognised fulfilment workflows and minimum evidentiary standards.

## Integration with the Public Compliance Framework

This Policy operates in concert with, and forms an integral component of, the Company's Buyer-Facing Compliance Layer, which collectively governs all user-facing rights, obligations, and transactional safeguards applicable across the Platform.

The Buyer-Facing Compliance Layer comprises the following publicly available instruments, each serving a distinct yet interrelated function within the overall governance system:

- (a) Terms of Service establishes the contractual framework between the Buyer and the Company, defining rights, obligations, and the legal nature of the Aggregator and Escrow Facilitator model;
- (b) Refund & Buyer Protection Policy governs refund eligibility, dispute procedures, and the Buyer's protection mechanisms during the Acceptance Window;
- (c) Delivery & Fulfilment Policy regulates the mechanics of order execution, delivery verification, and escrow-release conditions;
- (d) Return & Warranty Policy outlines warranty coverage, re-delivery conditions, and product-specific exceptions;
- (e) Prohibited Items & Restricted Activities Policy defines categories of items and behaviours prohibited under Applicable Law, platform rules, or publisher restrictions;
- (f) AML & CFT Policy (Statement Version) articulates the Company's position on anti-money-laundering and counter-terrorist-financing compliance in user transactions;
- (g) Sanctions & Fraud Compliance Statement sets forth user representations, sanctions-due-diligence obligations, and fraud-mitigation standards;
- (h) Privacy & Cookie Policy (including Exhibit 1 Cookie Notice) governs the collection, processing, and protection of personal data;
- (i) User Instructions (Approved Versions) specify official user-facing operational procedures and mandatory buyer actions required for lawful fulfilment; and
- (j) Public FAQs (General & Game-Specific) provide non-binding explanatory summaries and clarifications of the foregoing policies.
- 1.4.2.3 Collectively, these Policies constitute a unified, coherent, and enforceable compliance corpus, ensuring that all transactions facilitated by the Company's Platform remain lawful,

transparent, and consumer-protective under Applicable Law and relevant regulatory frameworks across jurisdictions.

1.4.2.4 References in this Policy to internal controls, systems, or standards shall be construed mutatis mutandis as references to the Company's internal information-security and compliance frameworks, ensuring confidentiality, integrity, and lawful execution of fulfilment operations without public disclosure of internal materials.

#### **Statement of Commitment**

#### **Guiding Intent**

In promulgating this Policy, the Company underscores its conviction that responsible fulfilment governance and trustworthy escrow management constitute both a legal obligation and a commercial imperative.

The Company shall at all times strive to:

- (a) uphold the highest attainable standards of transparency and reliability in delivery;
- (b) maintain strict compliance with AML/CFT, sanctions, and consumer-rights regulations;
- (c) balance lawful operational efficiency with the protection of Buyers' non-waivable rights; and
- (d) continuously enhance its internal verification and audit mechanisms in line with evolving best practices.

### **Binding Effect**

For the avoidance of doubt, this Policy constitutes a binding public statement of the procedural, evidentiary, and compliance principles by which the Company, its personnel, and integrated partners shall be governed in all matters concerning the delivery and fulfilment of In-Game Valuables.

Any deviation from these principles shall be construed narrowly and only to the extent strictly necessary to comply with Applicable Law or to protect the legitimate interests of the Company and its users, mutatis mutandis.

### 1. DEFINITIONS

For the purposes of this Policy, the following capitalised terms shall have the meanings ascribed hereto, interpreted mutatis mutandis and consistently with the Company's public compliance corpus, including the Terms of Service, Refund & Buyer Protection Policy, Return & Warranty Policy, AML & CFT Policy (Statement Version), Sanctions & Fraud Compliance Statement, Privacy & Cookie Policy, and other instruments forming the Buyer-Facing Compliance Layer.

### 1.1 Applicable Law

Means all statutes, regulations, directives, executive instruments, supervisory guidance, cardnetwork or processor mandates governing or affecting the supply of digital content and services, payments, consumer protection, anti-money-laundering, counter-terrorist-financing, sanctions, data protection and information security — including, inter alia, the UAE Personal Data Protection Law (PDPL), the EU GDPR, the UK GDPR, relevant U.S. State privacy regimes (e.g., CPRA, VCDPA), EU Directive 2019/770 on digital content, the FATF Recommendations, and sanctions rules of OFAC, OFSI, the EU and the UN — together with any amendments or re-enactments thereof.

### 1.2 Compliance Freeze

Means any temporary or indefinite suspension, blocking or withholding of assets or orders implemented by the Company pursuant to Applicable Law or its internal compliance framework, including regulatory freezes, embargo recognition or manual intervention by authorised compliance personnel, subject always to proportionality and the prohibition of tipping-off.

### 1.3 Acceptance

Means the Buyer's explicit or deemed confirmation of Delivery, whether by: (i) in-interface confirmation; (ii) generation of an in-game artefact evidencing receipt or consumption; or (iii) expiry of the Acceptance Window without Dispute, subject always to Section 6.

### 1.4 Acceptance Window

Means the continuous period of seventy-two (72) hours commencing upon the Seller's marking of "Delivered" together with Proof-of-Fulfilment; upon expiry thereof, in the absence of confirmation or Dispute, Auto-confirmation occurs and funds become eligible for Escrow release, subject to any Risk Hold or Compliance Freeze.

#### 1.5 Auto-confirmation

Means the automatic recognition of Delivery upon expiry of the Acceptance Window where the Buyer has neither confirmed nor disputed fulfilment, provided however that Escrow release remains suspended under any active Risk Hold or Compliance Freeze.

#### 1.6 Escrow

Means the temporary conditional holding of Buyer funds by or on behalf of the Company pending Delivery and Acceptance, with release governed by this Policy and the Company's payment framework. Unless otherwise mandated, Escrow shall subsist for seventy-two (72) hours post-payment or until earlier lawful release.

#### 1.7 Risk Hold

Means a temporary withholding or suspension of funds or order progress triggered by risk indicators (including velocity anomalies, fraud patterns, or publisher signals), imposed under the Company's risk-management procedures and subject to subsequent review or release by authorised compliance officers.

### 1.8 Buyer

Means any natural person or legal entity purchasing or attempting to purchase Products via a Storefront, being the end consumer of In-Game Valuables; Buyers are subject to age eligibility and, where required, KYC/AML checks and must act in good faith.

### 1.9 Seller

Means an independent merchant participant of an external P2P Marketplace who lists, offers and delivers In-Game Valuables to Buyers in accordance with matched orders, and is obliged to generate and retain Proof-of-Fulfilment subject to verification and audit.

#### 1.10 Influencer

Means a creator, streamer or promoter contracted with the Company under an Influencer Agreement and assigned a Storefront; the Influencer is not the Seller of record but acts as a Storefront operator eligible for commission pursuant to the Company's payment policy.

### 1.11 Company

Means SellMMO Group FZ LLE, Fujairah Creative City Free Zone, UAE, a juridical person duly incorporated and in good standing, acting in its capacity as an Aggregator and Escrow Facilitator rather than as a direct seller of In-Game Valuables, together with its Affiliates and authorised successors.

### 1.12 Storefront

Means a white-label instance of the Company's software platform allocated to an Influencer, comprising domain, branding, user interface and API integrations, serving solely as a technical and branding layer for offers mirrored from external marketplaces.

### 1.13 External Platform / P2P Marketplace

Means an independent third-party venue hosting Seller offers, matching orders, verifying Proof-of-Fulfilment and communicating order status updates to the Company through secure integration channels, subject to the Company's oversight and Applicable Law.

## 1.14 Payment Service Provider (PSP)

Means any licensed third-party entity engaged by the Company to process payments, settlements or Escrow operations, including gateways, acquirers, card networks and alternative payment methods.

#### 1.15 In-Game Valuables / In-Game Assets

Means fungible in-game currencies or resources (e.g., coins, gold, crystals, credits) that exist exclusively within a Publisher Platform and confer consumable or accumulative benefit strictly within that environment. For the avoidance of doubt:

- (i) they exclude accounts, characters, equipment, skins, NFTs or crypto-assets;
- (ii) the Company does not treat them as securities, payment instruments or virtual assets; and (iii) their legal characterisation and transferability are governed exclusively by Publisher terms and
- 1.16 Delivery / Delivered / Deliver

Means the act of making In-Game Valuables available to the Buyer through a Supported Method set out in Schedule 1, including in-game trade, auction-house settlement or mail transfer, subject to verification and Proof-of-Fulfilment requirements.

### 1.17 Supported Method(s)

Applicable Law.

Means the delivery modalities listed in Schedule 1 as technically permissible means for transferring In-Game Valuables; these methods are neither authorised nor endorsed by Publishers and remain subject to Publisher rules and Applicable Law.

### 1.18 Proof-of-Fulfilment

Means the evidentiary set demonstrating successful Delivery, including screenshots, logs, order identifiers and timestamps. Proof-of-Fulfilment shall be retained for not less than eighteen (18)

months after Delivery, or for five (5) years where required under Applicable Law or compliance retention obligations.

### 1.19 Verification

Means the procedural check ensuring that the Delivering Party matched the order context (game, server, character), quantities and Buyer identity. Verification does not convert the Company into a guarantor of third-party performance.

### 1.20 Fulfilment Partner (physical goods)

Means an independent logistics contractor engaged to pack, dispatch or deliver physical merchandise where applicable, providing courier-level proof of delivery; integration of such data into the Storefront is for information only and without prejudice to the Return & Warranty Policy.

#### 1.21 Start-of-Fulfilment

Means the operational moment at which a particular delivery method is deemed to have commenced, such as the dispatch of in-game mail, initiation of a trade request, confirmation of auction listing, or first verified login for Comfort Trade, as applicable.

### 1.22 Pre-Fulfilment Cancellation

Means the Buyer's unconditional right to withdraw an order prior to Start-of-Fulfilment; Escrowed funds shall then be returned in full (save for non-refundable gateway fees) and no commission or compensation shall be payable to the Seller or Influencer.

### 1.23 Price Volatility & Re-Quote Event

Means a market fluctuation materially affecting the price of In-Game Valuables prior to Start-of-Fulfilment; the Seller may offer a Re-Quote subject to Buyer approval or cancel the order without penalty, whereupon Escrowed funds shall be returned in full.

### 1.24 24-Hour Ban Liability Window

Means the protective period of twenty-four (24) hours after confirmed Delivery during which, if a Buyer's game account is suspended due to the manner of fulfilment as verified by the Company, the Buyer may be entitled to a refund of Escrowed funds. Any ban arising beyond that window or attributable to Buyer conduct shall not create liability or warranty entitlement.

# 2. SCOPE; APPLICABILITY; EXCLUSIONS

#### 2.1 Scope

- 2.1.1 This Policy shall govern, inter alia and mutatis mutandis, all matters pertaining to order acknowledgement, preparation, Delivery, Verification, Acceptance, and Escrow-release mechanics relating to the supply of In-Game Valuables transacted through the Company's Platform.
- 2.1.2 It shall apply to all Delivery methods, including:
- (i) in-game or in-application face-to-face transfers;
- (ii) auction-house or mail-system settlements;
- (iii) comfort-trade or account-access workflows explicitly permitted by Applicable Law and the Company's public policies;

- (iv) manual top-up or balance-credit methods where lawfully available; and
- (v) any other Supported Method enumerated in Schedule 1, as updated from time to time.
- 2.1.3 This Policy extends to all Storefronts operated under an approved Influencer Agreement, irrespective of localisation, branding, or user-interface customisation, and applies equally to all Buyers and Sellers, notwithstanding any contradictory Storefront-level statements or marketing materials.

## 2.2 Applicability

- 2.2.1 This Policy is binding upon:
- (a) the Company, acting as Aggregator, Escrow Facilitator, and compliance operator;
- (b) all Buyers, who by placing an order through a Storefront irrevocably submit to the Delivery mechanics and Acceptance rules herein;
- (c) all Sellers, who by listing offers and fulfilling orders accept the evidentiary and Verification obligations set forth herein; and
- (d) all Influencers, whose Storefronts are technically and legally integrated into the Company's fulfilment ecosystem.
- 2.2.2 This Policy shall be read and interpreted in pari materia with the Company's other public instruments forming the Buyer-Facing Compliance Layer, including the Terms of Service, Refund & Buyer Protection Policy, Return & Warranty Policy, Prohibited Items & Restricted Activities Policy, AML & CFT Policy (Statement Version), Sanctions & Fraud Compliance Statement, and Privacy & Cookie Policy. References to internal standards shall be construed as references to the Company's internal compliance and information-security framework, without public disclosure of operational materials.

#### 2.3 Exclusions

- 2.3.1 This Policy does not apply to physical goods or tangible merchandise and related shipping, handling or logistics operations, which are governed by the Return & Warranty Policy and its Shipping & Returns sections.
- 2.3.2 Provided however that:
- (a) in the case of mixed orders containing both In-Game Valuables and physical goods, the In-Game Valuables component shall be governed by this Policy and the physical component by the Return & Warranty Policy; and
- (b) nothing herein shall convert the Company into a carrier, warehouseman, bailee, or logistics provider under Applicable Law, nor prejudice the rights and obligations of any Fulfilment Partner engaged for physical goods.

#### 2.4 Consumer-Mandatory Carve-outs

- 2.4.1 Nothing in this Policy shall exclude, limit or diminish any mandatory and non-waivable consumer rights afforded under Applicable Law, including statutory rights concerning supply, conformity with contract, satisfactory quality, merchantability or fitness for purpose.
- 2.4.2 Without prejudice to the generality of the foregoing:

- (a) within the European Union, Directive 2019/770 on the supply of digital content and digital services shall apply with full mandatory effect;
- (b) within the United Kingdom, the Consumer Rights Act 2015 and associated statutory instruments shall apply mutatis mutandis; and
- (c) within the United States, relevant state-level consumer-protection statutes shall apply insofar as not pre-empted by federal law.

### 2.5 Method-Specific Carve-outs

For the avoidance of doubt, the following method-specific rules apply:

- (a) Mailbox Delivery (WoW) normally executed within fifteen (15) minutes with a tolerance buffer of one (1) hour, which shall not constitute Non-Delivery;
- (b) Face-to-Face Delivery (WoW) if the Buyer fails to appear within one (1) hour, the order may convert to Mailbox Delivery or be cancelled with full refund at the Company's discretion;
- (c) Auction House Delivery (WoW) requires exact price parity down to the lowest denomination; failing which the order may be cancelled or re-listed without liability; and
- (d) Comfort Trade (EA FC/FIFA) is conditional upon the Buyer meeting the pre-trade requirements (open transfer market, empty transfer list, valid credentials and backup codes). Failure to comply may result in cancellation or partial refund as applicable.

#### 2.6 Pre-Fulfilment Cancellation

A Buyer may cancel an order at any time prior to Start-of-Fulfilment without penalty, whereupon Escrowed funds shall be refunded in full, save for non-refundable payment-gateway fees. After Start-of-Fulfilment, cancellation may occur only under the dispute-resolution provisions of this Policy.

### 2.7 Price Volatility & Re-Quote Events

Where a material Price Volatility or Re-Quote Event arises prior to Start-of-Fulfilment, the Seller or Fulfilment Partner may propose a revised quotation to the Buyer. The Buyer may accept and proceed or reject and cancel the order, whereupon Escrowed funds shall be refunded in full.

#### 2.8 24-Hour Ban Liability Window

If a Buyer's Publisher-Platform account is suspended within twenty-four (24) hours of confirmed Delivery and the Company's records confirm that the suspension is reasonably attributable to the fulfilment method and not to Buyer conduct or third-party interference, the Buyer shall be entitled to a full refund of Escrowed funds. Any ban arising beyond that window or due to Buyer behaviour shall not create liability or compensation rights.

### 2.9 Residual Matters

In relation to any transaction type or workflow not expressly covered herein, the Company reserves the right, subject always to Applicable Law and consumer-protection standards, to classify and treat such matters under the closest analogous regime within this Policy or the Company's public compliance framework, notwithstanding the absence of explicit enumeration.

# 3. ORDER LIFECYCLE; ACKNOWLEDGEMENT; LEAD TIMES

## 3.1 Order Acknowledgement

- 3.1.1 Upon successful payment authorisation by an approved Payment Service Provider (PSP) and subsequent acceptance by the Platform, each Buyer order shall be assigned a unique and immutable Order Identification Number (Order ID) for lifecycle tracking, reconciliation, and audit purposes.
- 3.1.2 The issuance of any automated acknowledgement message (including "payment confirmed," "order placed," "processing," or similar notifications) constitutes confirmation of order receipt only. Such acknowledgement shall not be construed as Delivery, fulfilment, transfer of risk, or Escrow release.
- 3.1.3 The Buyer acknowledges that acknowledgement marks merely the commencement of the Delivery workflow, which remains subject to Verification and Proof-of-Fulfilment requirements under this Policy.

#### 3.2 Lead Times & Pre-Orders

- 3.2.1 Indicative lead times displayed on Storefronts are estimates only and may vary without prior notice. Delivery timelines depend on Publisher-Platform mechanics, server stability, and upstream availability of resources.
- 3.2.2 The Company does not guarantee fulfilment at an exact minute or without latency. Industry practice recognises variability arising from server performance, maintenance cycles, anti-bot enforcement, or technical contingencies.
- 3.2.3 The Buyer acknowledges that the Company is not the publisher of record and that fulfilment is contingent upon in-game conditions and third-party systems beyond the Company's direct control.

### 3.3 Time Not of the Essence

- 3.3.1 Except where mandatory statutory timeframes are imposed by Applicable Law, the Parties expressly agree that time shall not be of the essence in relation to Delivery under this Policy.
- 3.3.2 Reasonable delays or postponements caused by, inter alia, game-server instability, maintenance, anti-fraud measures, Publisher enforcement, force-majeure events (including natural disasters, cyber-attacks, or governmental actions), or verification and compliance checks shall not constitute breach, repudiation, or misrepresentation.
- 3.3.3 The Buyer's statutory rights under consumer-protection and digital-content law including, where applicable, the right to require re-delivery, correction of non-conformity, proportionate price reduction, or refund in cases of undue delay or defective supply of digital content shall remain unaffected and non-waivable.

For the avoidance of doubt, these remedies shall apply exclusively to the digital nature of In-Game Valuables and shall not imply any obligation of physical repair, replacement of tangible goods, or service of a technical device.

### 3.4 Reservation of Rights

3.4.1 The Company reserves the right, subject always to Applicable Law, to:

- (a) adjust indicative lead times or service windows upon notice;
- (b) re-sequence order processing in line with operational or fraud-prevention priorities; and
- (c) suspend or defer order acknowledgement in cases of payment irregularities, Risk Holds, or Compliance Freezes.
- 3.4.2 Such measures shall not be deemed a waiver of Buyer rights but may prevail temporarily for risk-mitigation and regulatory-compliance purposes.

### 3.5 Method-Specific Service Levels

Without prejudice to the foregoing and subject always to Applicable Law, the following indicative service levels and conditional rules shall apply mutatis mutandis to the Supported Methods of Delivery:

- (a) Mailbox Delivery (WoW) ordinarily executed within fifteen (15) minutes of Start-of-Fulfilment, with a permissible buffer of up to one (1) hour, which shall not constitute Non-Delivery;
- (b) Face-to-Face Delivery (WoW) if the Buyer fails to appear within one (1) hour, the order may convert to Mailbox Delivery or be cancelled with full refund at the Company's discretion;
- (c) Auction House Delivery (WoW) requires exact price parity to the smallest denomination; non-conforming listings may be cancelled or re-listed without liability; and
- (d) Comfort Trade (EA FC/FIFA) subject to individually determined service windows contingent upon the Buyer meeting required pre-conditions (open transfer market, empty transfer list, valid credentials, and backup codes). Systemic Publisher-imposed purchase quotas (approximately five hundred (500) items per rolling forty-eight (48) hours, subject to change) may extend fulfilment timelines.

For the avoidance of doubt, Auction Settlement procedures are governed separately under Section 3.6.

### 3.6 Auction Settlement (EA FC / FIFA Transfer Market)

- 3.6.1 Delivery through the EA FC Transfer Market is subject to Publisher-imposed systemic quotas, including an approximate cap of five hundred (500) purchases per rolling forty-eight (48) hour period (subject to change by the Publisher).
- 3.6.2 Large-volume orders shall therefore be fulfilled in sequential tranches, each separated by at least forty-eight (48) hours. Service Level Agreements shall apply to each tranche individually and not to the aggregate order.
- 3.6.3 Publisher-side restrictions, anti-cheat actions, or systemic server queues preventing execution shall not constitute Non-Delivery but shall be regarded as external factors beyond the Company's control and borne as operational risk by the Buyer, without prejudice to any non-waivable statutory rights.

# 4. DELIVERY, ACCEPTANCE & ESCROW RELEASE

#### 4.1 Delivery Methods

4.1.1 Sellers shall Deliver In-Game Valuables solely by the Supported Methods listed in Schedule 1, each method being designated by the Company for the relevant game title and transaction type.

- 4.1.2 Notwithstanding any Buyer preference or instruction, account-credential sharing, remote-access trading or unauthorised login shall be deemed strictly prohibited and constitute a material breach of this Policy, save only for (a) narrowly defined Manual Top-Up workflows expressly permitted in Schedule 1 and (b) Comfort Trade (EA FC/FIFA) workflows subject to the mandatory pre-conditions specified in Section 3.5 and Schedule 1.
- 4.1.3 All Delivery activities must comply with Publisher rules and Applicable Law. Any attempt to circumvent such restrictions shall be void and may trigger compliance or fraud-mitigation measures under the Company's internal risk-management framework.

## 4.2 Verification Prior to Delivery

- 4.2.1 Before initiating Delivery, the Seller shall verify:
- (a) Buyer character identifiers, account handles, unique IDs and relevant realm/server;
- (b) Product type and quantity against the Order ID; and
- (c) artefacts evidencing such verification, including pre-transfer screenshots, chat logs and time-stamps.
- 4.2.2 Verification is procedural and evidentiary in nature and shall not convert the Company into a guarantor of third-party performance.
- 4.2.3 In Comfort Trade (EA FC/FIFA), the Buyer must satisfy pre-conditions (open transfer market, empty transfer list, valid credentials and backup codes). Failure to do so may result in lawful cancellation and refund pro tanto.

# 4.3 Partial Delivery

- 4.3.1 Where game mechanics allow staged or tranche-based transfers, each tranche shall:
- (i) be evidenced with Proof-of-Fulfilment;
- (ii) carry date/time stamps; and
- (iii) be linked to the original Order ID.
- 4.3.2 Escrow release for partial fulfilments shall follow Section 4.6. The Buyer's statutory rights regarding conformity and completeness of digital-content supply remain unaffected.
- 4.3.3 If completion becomes impossible due to Buyer ineligibility, Publisher restrictions or market disruption, the Company may process a pro-tanto refund for undelivered balances.

### 4.4 Buyer Cooperation

- 4.4.1 The Buyer shall maintain reasonable availability and responsiveness during the Delivery window, including:
- (a) attending in-game rendezvous;
- (b) responding to Platform messages; and
- (c) confirming receipt when requested.
- 4.4.2 Failure to cooperate may lawfully extend lead times without liability to the Seller or the Company, provided that non-waivable statutory consumer rights remain intact.
- 4.4.3 In the event of Buyer non-appearance during a scheduled face-to-face Delivery within one (1) hour, the order may automatically convert to Mailbox Delivery or be cancelled with full refund, mutatis mutandis.

### 4.5 Acceptance Window and Deemed Acceptance

- 4.5.1 The Acceptance Window shall be a continuous seventy-two (72) hour period commencing when the Seller marks an order "Delivered" and submits compliant Proof-of-Fulfilment.
- 4.5.2 Within this window the Buyer may either:
- (a) explicitly confirm Acceptance; or
- (b) raise a Dispute under Section 6.
- 4.5.3 If the Buyer does neither, Deemed Acceptance occurs automatically upon expiry of the window and the order proceeds to Escrow release under Section 4.6.
- 4.5.4 Any active Risk Hold or Compliance Freeze imposed under the Company's compliance or sanctions framework shall suspend Escrow release until resolution.

## 4.6 Escrow Release Triggers

- 4.6.1 Funds held in Escrow shall be released by the Company, acting solely as Aggregator and Escrow Facilitator, only upon the earliest of:
- (a) explicit Buyer Acceptance recorded via authorised Platform channels;
- (b) Deemed Acceptance under Section 4.5; or
- (c) Platform verification that sufficient, compliant Proof-of-Fulfilment has been submitted and reconciled to the Order ID.
- 4.6.2 Escrow release shall not occur while any Dispute, Risk Hold, Compliance Freeze, or pending 24-Hour Ban Liability Window remains active.
- 4.6.3 All Escrow operations are governed by the Escrow & Payment Policy, and funds are released exclusively to the integrated external marketplace, never directly to individual Sellers.

### 4.7 Reservation of Rights

- 4.7.1 The Company reserves the right, subject to Applicable Law and without prejudice to Buyer statutory remedies, to:
- (a) delay or reverse Escrow release if credible evidence of fraud, breach or non-conformity arises after Acceptance;
- (b) apply extended risk holds to transactions exceeding defined thresholds or exhibiting anomalous behaviour;
- (c) require additional Proof-of-Fulfilment commensurate with transaction value or risk level; and
- (d) suspend or cancel orders prior to Start-of-Fulfilment in cases of Price Volatility & Re-Quote Events, refunding Escrowed funds in full unless the Buyer consents to proceed on the revised quotation.

# 5. PROOF-OF-FULFILMENT; EVIDENTIARY STANDARDS

## 5.1 General Requirement

5.1.1 Each Seller shall, concurrently with every Delivery of In-Game Valuables, generate and preserve sufficient, accurate, and verifiable Proof-of-Fulfilment demonstrating that the transfer occurred in accordance with the relevant Order ID.

5.1.2 Automated platform indicators or status updates do not, by themselves, constitute conclusive proof. Absence or non-compliance of Proof-of-Fulfilment may delay, suspend, or preclude Escrow release, subject always to Section 4.6 and the Escrow & Payment Policy.

### 5.2 Required Artefacts by Supported Method

- 5.2.1 Minimum evidentiary artefacts vary by Supported Method as listed in Schedule 1. Such artefacts shall include, inter alia:
- (a) screenshots showing pre- and post-inventory states with the Buyer's character name, server/realm, and exact quantity transferred;
- (b) visible system timestamps aligned with platform logs; and
- (c) in-game confirmations or chat dialogues corroborating completion.
- 5.2.2 Method-specific standards:
- (d) Auction House Delivery (WoW) screenshots evidencing listing, exact price parity, and timestamped purchase confirmation;
- (e) Comfort Trade (EA FC/FIFA) system logs and screenshots evidencing login success, transfermarket access, and each credited tranche;
- (f) Face-to-Face Delivery converted to Mailbox Delivery evidence of Buyer no-show and subsequent mailbox dispatch;
- (g) Manual Top-Up screenshots or logs evidencing credited balance post-completion together with any available transaction references. Continuous video capture is not required unless mandated by Applicable Law or Payment-Service-Provider rules.
- 5.2.3 Disputes arising from Manual Top-Up shall relate solely to the most recent Order ID.

### 5.3 Annotations; Language & Legibility

- 5.3.1 All artefacts must be clear, legible, unaltered, and readily reviewable. Artefacts in languages other than English shall be accompanied by concise English annotations identifying the Buyer, server, quantity, and timestamp.
- 5.3.2 Illegible, incomplete, or manipulated artefacts shall be deemed non-compliant and may invalidate Escrow release notwithstanding any Buyer confirmation.

### 5.4 Chain of Custody & Integrity

- 5.4.1 Sellers shall maintain authenticity and integrity of Proof-of-Fulfilment by:
- (a) retaining raw, uncompressed media in original formats;
- (b) preserving metadata (timestamps, resolution, device identifiers);
- (c) refraining from editing, cropping, or reconstruction; and
- (d) furnishing raw files upon written request by the Company, a Payment Service Provider, or a competent authority.
- 5.4.2 Where a 24-Hour Ban Liability Window applies, additional logs and records (e.g., login IP history or Publisher security notifications) may be requested for forensic review.
- 5.4.3 Any tampering or fabrication of Proof-of-Fulfilment shall constitute prima facie evidence of fraud and may be reported to relevant authorities in accordance with the Company's sanctions and fraud-prevention framework.

### 5.5 Retention & Accessibility

- 5.5.1 Sellers shall retain all Proof-of-Fulfilment artefacts and associated logs for a minimum of eighteen (18) months after Delivery, or longer if required by Applicable Law or the Company's compliance and data-retention framework.
- 5.5.2 Upon written request, such artefacts must be provided without undue delay for the purposes of Payment Dispute handling, internal audit, compliance review, or regulatory inspection.
- 5.5.3 Failure to produce requested artefacts within a reasonable period may constitute material breach of this Policy and entitle the Company to withhold or claw back Escrow funds, without prejudice to other remedies.

## 5.6 Evidentiary Weight & Dispute Resolution

- 5.6.1 Proof-of-Fulfilment artefacts meeting the requirements of this Section and Schedule 1 shall carry presumptive evidentiary weight in internal dispute resolution and interactions with Payment Service Providers or regulators.
- 5.6.2 This presumption does not preclude the Buyer from submitting contrary evidence, nor limit the Company's discretion to evaluate credibility and sufficiency on a case-by-case basis, subject always to Applicable Law and mandatory consumer protections.
- 5.7 Cross-Reference & Supremacy
- 5.7.1 This Section shall be construed and applied in conjunction with the Escrow & Payment Policy, the Refund, Dispute & Buyer Protection Policy, the Return & Warranty Policy, the Sanctions & Fraud Compliance Statement, the AML & CFT Policy (Statement Version), and the Company's Data & Information Security Policy, each incorporated herein by reference for evidentiary and procedural purposes.
- 5.7.2 In the event of any ambiguity, inconsistency, or overlap between this Policy and any of the above Incorporated Documents, the following interpretive hierarchy shall apply:
- (a) mandatory consumer-protection provisions and Applicable Law shall prevail over all conflicting terms;
- (b) the most stringent evidentiary, record-keeping, or retention requirement shall prevail in determining Proof-of-Fulfilment validity; and
- (c) the Company's data-integrity and audit-trail controls, as set out in the Data & Information Security Policy, shall govern admissibility, preservation, and access to all Proof-of-Fulfilment artefacts.
- 5.7.3 Nothing in this Section shall be construed as expanding the Company's role beyond that of Aggregator and Escrow Facilitator. Any regulatory interpretation, data disclosure, or retention obligation arising hereunder shall operate strictly within the scope of the Company's technical and compliance functions, without creating any additional fiduciary or Seller-of-Record duties.
- 5.7.4 For the avoidance of doubt, where any incorporated policy is updated, such updates shall apply prospectively and shall not retroactively alter evidentiary standards for transactions completed prior to the effective date of amendment.

# 6. DISPUTES; RISK HOLDS; NETWORK RULES

## 6.1 Platform Disputes (Internal)

- 6.1.1 A Buyer may raise a Dispute strictly within the Acceptance Window by submitting a ticket through the integrated Storefront interface or by contacting the Company's designated support address.
- 6.1.2 Each Dispute must:
- (a) reference the Order ID;
- (b) include a concise description of the issue; and
- (c) attach supporting screenshots or chat excerpts where applicable.
- 6.1.3 The Platform shall, acting fairly and proportionately:
- (i) request supplemental artefacts or clarifications from either party;
- (ii) impose temporary Risk Holds or Compliance Freezes pending investigation;
- (iii) determine the outcome based on Proof-of-Fulfilment, system logs, and other relevant evidence; and
- (iv) communicate the resolution through authorised Platform channels and confirmation email.
- 6.1.4 Buyer complaints submitted through unofficial or external channels (social media, influencer DMs, third-party messengers) shall not be deemed valid for contractual or evidentiary purposes.
- 6.1.5 The Company shall acknowledge receipt of a Dispute within twenty-four (24) hours and endeavour to issue a substantive update within seventy-two (72) hours, subject to case complexity and third-party dependencies.
- 6.1.6 Allegations of account bans or suspensions shall be admissible only if raised within the 24-Hour Ban Liability Window (Section 2.8) and shall be reviewed with reference to preserved forensic logs under Section 5.4.
- 6.1.7 Pre-Fulfilment Cancellations under Section 2.6 are processed directly as refunds and do not constitute Disputes.

#### 6.2 Payment Disputes (External)

- 6.2.1 Payment Disputes lodged through a Payment Service Provider (PSP), acquiring bank, or card network are governed exclusively by the relevant network and processor rules.
- 6.2.2 Under Visa's Compelling Evidence 3.0 (CE3.0) framework, device fingerprints, consistent account telemetry, and prior undisputed transactions may be used as rebuttal to first-party misuse.
- 6.2.3 Sellers and Influencers shall therefore ensure that consistent account identifiers, device logs, and transaction histories are maintained in line with Section 5 and the Data & Information Security Policy, so that such evidence can be produced to defend Payment Disputes.

## 6.3 Network & Processor Variance

6.3.1 Evidentiary and procedural requirements may vary across payment networks (Visa, Mastercard, American Express) and PSPs.

- 6.3.2 The Platform shall align its submissions with the applicable standard and may require Sellers or Influencers to provide additional artefacts beyond those ordinarily mandated under this Policy.
- 6.3.3 Such requests shall be construed mutatis mutandis with the Proof-of-Fulfilment standards in Schedule 1. Compliance with these instructions constitutes a mandatory obligation under this Policy and the Escrow & Payment Policy.
- 6.3.4 Failure to cooperate may result in Escrow withholding, Storefront suspension, or other proportionate sanctions.

## 6.4 Risk Holds and Compliance Freezes

- 6.4.1 The Company may, acting reasonably and in proportion to risk, delay Escrow release or suspend order progression when indicators suggest potential fraud, sanctions exposure, or abnormal trading patterns.
- 6.4.2 Such measures may include:
- (a) automated holds triggered by risk-scoring and anomaly detection;
- (b) manual freezes imposed for AML or sanctions compliance purposes;
- (c) temporary extension of the Acceptance Window pending verification; and
- (d) enhanced evidentiary requirements prior to release, proportionate to transaction size and risk profile.
- 6.4.3 Both Buyer and Seller shall be notified of any hold or freeze via the Storefront messenger and by confirmation email.
- 6.4.4 Resolution timelines depend on investigation complexity and any mandatory reporting obligations to PSPs or regulators under the Company's AML and Sanctions frameworks. Where investigations extend beyond seventy-two (72) hours, interim updates shall be provided mutatis mutandis.

#### 6.5 Residual Authority and Escalation

- 6.5.1 If a Dispute cannot be resolved internally within a reasonable timeframe, or where it implicates regulatory obligations, the Company may escalate the case to:
- (a) the relevant Payment Service Provider;
- (b) the card network or acquiring bank; or
- (c) a competent regulatory or supervisory authority.
- 6.5.2 Escalation may involve disclosure of Proof-of-Fulfilment artefacts, transaction metadata, or associated personal data, subject to the Privacy & Cookie Policy, the Data & Information Security Policy, and Applicable Law.
- 6.5.3 Buyers and Sellers acknowledge and consent to such disclosure as necessary for legitimate fraud-prevention, compliance, and dispute-resolution purposes.

# 7. QUALITY; CONFORMITY; FAILURE TO SUPPLY

## **7.1 Conformity with Contract**

- 7.1.1 All In-Game Valuables supplied via the Platform must conform, in type and quantity, to the description displayed in the Storefront at the time of order confirmation.
- 7.1.2 Fulfilment is performed by independent third-party Sellers operating on the integrated external marketplace, while the Company acts solely as Aggregator and Escrow Facilitator.
- 7.1.3 The Buyer acknowledges that the Company does not itself create or control the In-Game Valuables, and that conformity is verified exclusively through artefacts and logs submitted in accordance with Section 5 (Proof-of-Fulfilment).

#### 7.2 Remedies and Allocation of Risk

- 7.2.1 Where non-conformity, failure to supply, or defective supply (including Publisher-imposed bans within the 24-Hour Ban Liability Window, Section 2.8) is evidenced within the Acceptance Window, the Buyer shall submit a Dispute under Section 6.
- 7.2.2 Upon such notification, the Company may, at its discretion and without prejudice to Applicable Law:
- (a) withhold Escrow release;
- (b) require cure or re-delivery via the External Platform; or
- (c) process a partial or full refund under the Refund & Buyer Protection Policy.
- 7.2.3 The Company shall not be deemed in breach where the underlying Seller fails to cure or cooperate, provided that Buyer statutory rights remain unaffected.

#### 7.3 Cure, Re-Delivery, and Refund

- 7.3.1 The hierarchy of remedies shall be as follows:
- (a) Cure or Re-Delivery, coordinated through the External Platform;
- (b) Refund, where cure or re-delivery is impossible or commercially unreasonable.
- 7.3.2 Refunds may be funded from Escrow or, where Escrow is disputed or exhausted, from Company-controlled reserves at its discretion.
- 7.3.3 Partial Delivery entitles the Buyer to re-delivery or pro-tanto refund for the undelivered balance.
- 7.3.4 The Company is not obliged to settle with any Seller lacking compliant Proof-of-Fulfilment and may lawfully decline Escrow release where Delivery remains unproven.

### 7.4 Failure to Supply

- 7.4.1 Failure to supply means the absence of Delivery confirmation and compliant Proof-of-Fulfilment within the Acceptance Window. In such cases the Company may:
- (a) deny or reverse Escrow release;
- (b) process a refund to the Buyer; and
- (c) escalate the matter to the external marketplace for remedial action.

7.4.2 Where a Price Volatility & Re-Quote Event occurs before Start-of-Fulfilment and the Buyer rejects the re-quote, such refund shall be treated as a Pre-Fulfilment Cancellation or pro-tanto refund under Sections 2.6–2.7, not as a failure to supply.

# 7.5 Reservation of Rights

- 7.5.1 Nothing in this Section shall derogate from mandatory consumer rights under Applicable Law, including rights relating to digital-content conformity and undue delay.
- 7.5.2 Sellers are independent contracting parties and hold no privity of contract with the Company; all Escrow allocations remain at the Company's discretion under this Policy and the Incorporated Documents.
- 7.5.3 Where non-conformity or supply failure arises from Publisher enforcement actions, sanctions restrictions, or AML/CFT investigations, the Company may lawfully impose extended holds or claw back previously released funds in accordance with its compliance framework.

# 8. AVAILABILITY; MIRRORED OFFERS

### 8.1 No Pre-Orders or Early Access

- 8.1.1 The Company does not issue, sell, or facilitate pre-orders, early-access entitlements, or any form of unreleased or embargoed digital content.
- 8.1.2 All transactions processed through the Platform correspond strictly to live, mirrored listings originating from the approved External P2P Marketplace.
- 8.1.3 Where no corresponding Seller offer exists on the External Platform at the time of attempted purchase, the order cannot be created and no payment shall be captured or held in Escrow.

### 8.2 Backorders and Reservation Queues

- 8.2.1 The Platform does not operate any "backorder," "reservation," or "waiting list" system.
- 8.2.2 If a Seller's mirrored listing becomes unavailable prior to Delivery, the order shall be deemed incapable of fulfilment and processed under:
- (a) Section 7 (Quality; Conformity; Failure to Supply); and
- (b) the Refund & Buyer Protection Policy.
- 8.2.3 Where only partial Delivery remains feasible, Buyer redress shall proceed by way of cure or pro-tanto refund, as set out in Section 7.3, without prejudice to any statutory consumer remedies.

### 8.3 Reliance on External Platform

- 8.3.1 Availability, pricing, and inventory of In-Game Valuables are determined exclusively by independent Sellers on the External P2P Marketplace.
- 8.3.2 The Company functions solely as Aggregator and Escrow Facilitator and provides no warranty, representation, or guarantee regarding continuous availability, stability of pricing, or timing of supply.
- 8.3.3 Where a Price Volatility & Re-Quote Event occurs pursuant to Section 2.7, the corresponding mirrored offer may be withdrawn, repriced, or cancelled without liability, subject always to the Buyer's right to refund.

- 8.3.4 Any Seller conduct involving deliberate withdrawal, misrepresentation, concealment of stock, or artificial inflation of availability constitutes a breach of marketplace compliance obligations and shall be addressed in accordance with:
- (a) the Compliance Register of Prohibited Items and High-Risk Activities; and
- (b) the Sanctions Screening and Anti-Fraud Operations Manual, including potential escalation to the relevant External Platform or regulatory authority.

# 9. OPERATIONAL SAFEGUARDS; PROHIBITED TECHNIQUES

#### 9.1 Unauthorised Account Access Prohibited

- 9.1.1 Sellers shall not request, solicit, or require from any Buyer login credentials, recovery codes, two-factor authentication tokens, or any form of remote access to Buyer accounts, save only within the narrowly defined Manual Top-Up workflow.
- 9.1.2 Manual Top-Up shall be permissible solely where:
- (a) the Order concerns in-game currency or balance credit;
- (b) the Buyer, acting entirely on their own initiative and volition, voluntarily provides complete account details through secure Platform channels (Storefront messenger or official support email); and
- (c) the Buyer expressly acknowledges and assumes all attendant risks, including publisher enforcement, account suspensions, balance reversals, or security incidents.
- 9.1.3 Disputes arising from publisher actions following a Manual Top-Up shall be admissible only if lodged within the 24-Hour Ban Liability Window defined in Section 2.8.
- 9.1.4 All other practices commonly known as "account-login trading" or "credential-based delivery" are strictly prohibited. Detection of such conduct outside the limited scope above may result in denial or reversal of Escrow release, cancellation of the Order, and escalation pursuant to the Prohibited Items & Restricted Activities Policy and the Sanctions & Fraud Compliance Statement.

#### 9.2 Publisher Terms; Non-Endorsement; Allocation of Risk

- 9.2.1 Transactions facilitated through the Platform arise solely from the voluntary and autonomous intentions of Buyers to purchase and Sellers to supply In-Game Valuables. The Company merely provides a neutral technological and escrow framework enabling such interactions and does not participate in, authorise, or endorse the underlying exchange of virtual assets.
- 9.2.2 The Company is not affiliated with, sponsored by, endorsed by, or authorised by any game publisher and maintains no contractual, agency, distributorship, or licence relationship with any Publisher or Publisher-controlled environment. No provision of this Policy shall be construed as implying any partnership, representation, warranty, or waiver of Publisher rights.
- 9.2.3 Buyers are expressly informed that most Publishers prohibit or restrict any external or third-party transfer of in-game currency or similar items outside their proprietary systems. By placing an Order, the Buyer acknowledges full awareness of such restrictions and confirms that they proceed entirely at their own discretion and risk.

- 9.2.4 All risks, consequences, and losses arising from or connected with Publisher enforcement—including, without limitation, account bans or suspensions, deletion or rollback of assets, withdrawal of access, or any financial, sentimental, or reputational loss relating to the Buyer's game account (however developed or valuable)—rest exclusively with the Buyer. The Company shall bear no responsibility for, nor indemnify or reimburse any party for, such events. For the avoidance of doubt, this exclusion extends to accounts in which the Buyer has invested time, resources, or emotional value.
- 9.2.5 The Company's liability in respect of Publisher-imposed actions is strictly limited to the narrow remedy set forth in Section 2.8 (24-Hour Ban Liability Window) applicable solely to EA FC / FIFA transactions and shall not extend beyond that carve-out or any non-waivable statutory rights under Applicable Law.
- 9.2.6 Nothing in this Policy shall be construed as a guarantee of Publisher non-interference, immunity from enforcement, or compliance with Publisher rules. The Company's obligations are limited exclusively to those expressly set forth herein and in the other public instruments constituting its Buyer-Facing Compliance Layer.

#### 9.3 Communication Channels

- 9.3.1 All communications concerning Delivery, Acceptance, or Dispute handling shall occur exclusively through the Storefront's integrated messenger or the Company's official support email.
- 9.3.2 Off-platform communications, including but not limited to social-media messages, influencer direct messages, or third-party chat applications, shall not be recognised for contractual or evidentiary purposes and may invalidate a Dispute submission.

### 9.4 Data Protection and Security

- 9.4.1 In accordance with the Privacy & Cookie Policy and the Company's internal information-security framework, Sellers shall not collect, retain, or process Buyer personal data beyond what is strictly necessary for lawful fulfilment.
- 9.4.2 Any unauthorised harvesting, retention, or transfer of Buyer data constitutes a prohibited practice and may result in denial of Escrow release and escalation under the Sanctions & Fraud Compliance Statement.
- 9.4.3 All operational data exchanges shall occur solely through secure, encrypted, Companymanaged channels.

#### 9.5 Enforcement and Reservation of Rights

- 9.5.1 The Company reserves the right to impose Risk Holds, Compliance Freezes, or permanent account exclusions where prohibited techniques are detected or reasonably suspected.
- 9.5.2 The Company may disclose Proof-of-Fulfilment artefacts and associated metadata to Payment Service Providers, card networks, or competent authorities, solely to the extent necessary for fraud prevention, financial-crime compliance, or dispute resolution, and always in conformity with the AML & CFT Policy, the Sanctions & Fraud Compliance Statement, and Applicable Law.
- 9.5.3 All such enforcement actions shall comply with the evidentiary and retention standards established under Section 5 and Schedule 1 of this Policy.

### 9.6 Aggregator Disclaimer; Buyer Assumption of Publisher-Risk

- 9.6.1 The Company acts exclusively as Aggregator and Escrow Facilitator. All fulfilment operations are executed by independent Sellers operating on the External Marketplace.
- 9.6.2 The Company does not supervise or guarantee Seller techniques or compliance with Publisher policies, nor does it bear responsibility for any Publisher enforcement, restriction, or rollback of digital assets.
- 9.6.3 Buyers expressly acknowledge and accept the risks associated with Publisher rules governing their own accounts and gaming environments. Remedies available to Buyers are limited to the Escrow-based protections and refund mechanisms defined in this Policy and the other public policies of the Company, save only for mandatory consumer-law rights that cannot lawfully be waived.

# 10. FORCE MAJEURE; MAINTENANCE; PUBLISHER ACTIONS

### 10.1 Force Majeure

The Company, acting solely as Aggregator and escrow facilitator, and any Influencer operating a Storefront shall not be liable for any delay, interruption, or failure in acknowledgement, Delivery, Verification, Acceptance, or Escrow release of In-Game Valuables arising from circumstances reasonably beyond their control, including without limitation:

- (i) major outages or downtime of Publisher Platforms or servers;
- (ii) network or infrastructure failures, cyber incidents, or distributed denial-of-service attacks;
- (iii) interruptions in telecommunication, hosting, or power supply;
- (iv) changes in Applicable Law (such as new sanctions, embargoes, or regulatory holds); or
- (v) natural disasters, civil disturbances, labour disputes, or governmental measures.

During such impediments, contractual obligations shall be suspended until normal conditions are restored, without prejudice to any non-waivable consumer rights under Applicable Law.

#### 10.2 Maintenance Windows

Routine or emergency maintenance by the Publisher Platform, External Marketplace, or the Company may temporarily affect Delivery. In such cases:

- (a) the Acceptance Window shall pause or extend for the documented period of maintenance or outage;
- (b) Escrow release timers shall adjust accordingly; and
- (c) affected Users shall be notified through the Storefront messenger or designated support email once service is restored.

Such temporary suspensions shall not constitute breach, repudiation, or failure of essential purpose.

#### 10.3 Publisher Actions

The Company assumes no liability for any losses or delays resulting from Publisher actions, including without limitation anti-cheat enforcement, economy adjustments, server rollbacks,

patch deployments, account sanctions, item removals, balance resets, or trade locks. Such actions are entirely outside the Company's control and responsibility.

# 10.4 Publisher Enforcement Risk and Buyer Assumption of Risk

10.4.1 Voluntary Engagement and Risk.

Buyers acknowledge that purchasing or receiving In-Game Valuables is a voluntary act undertaken at their own initiative and risk. The Company does not encourage, endorse, or represent any activity as permitted by a Publisher, and makes no warranty of Publisher tolerance or non-interference.

10.4.2 No Control over Publisher Enforcement.

Publishers may, at their sole discretion and without notice, restrict, suspend, or ban accounts, reverse transactions, or remove digital balances. These events are external to the Company and shall not give rise to any Company liability or refund beyond the framework expressly stated in this Policy.

10.4.3 Known Industry Patterns.

Buyers acknowledge that certain game titles enforce "coin wipes," trade locks, and account restrictions associated with third-party coin purchases or real-money trading. Such enforcement is exclusively within the Publisher's domain and not subject to Company intervention.

10.4.4 Buyer Waiver and No Reliance.

The Buyer irrevocably agrees that the Company does not guarantee Publisher non-interference, access continuity, or future availability of any in-game account. No statement by Influencers or third parties shall create any expectation or obligation beyond those expressly contained herein.

10.4.5 Risk Assumption and Indemnity.

To the fullest extent permitted by law, the Buyer assumes all risks arising from Publisher enforcement and agrees to indemnify and hold harmless the Company from any losses, penalties, fines, or damages linked to such actions, including cases where the Buyer voluntarily provided account access for Manual Top-Up delivery. Disputes based on Publisher sanctions shall be admissible only within the 24-Hour Ban Liability Window (Section 2.8) and evaluated under Section 5 (evidentiary standards).

10.4.6 Exclusive Remedies.

Available Buyer remedies are strictly limited to Escrow and refund mechanisms outlined in this Policy and other Public Policies. Publisher actions do not establish Company breach or entitle the Buyer to any additional compensation.

10.4.7 Survival and Interpretation.

The provisions of this Section shall survive order completion and be interpreted in harmony with Sections 7 (Quality and Conformity), 9 (Operational Safeguards), and 10, and with the Escrow & Payment Policy, the Prohibited Items & Restricted Activities Policy, and the Sanctions & Fraud Compliance Statement.

# 11. DATA; PRIVACY; SECURITY

#### 11.1 Minimal Disclosure

The Company collects and processes only the minimum Buyer-side identifiers required for lawful order routing, Delivery verification, and Dispute handling.

Such identifiers are limited to technical data strictly necessary for transaction execution (e.g., character ID, server or realm designation, in-game handle) and shall never extend to extraneous personal information except where expressly required under Applicable Law or for AML / CFT and fraud-prevention purposes consistent with the AML & CFT Policy (Statement Version).

## 11.2 Proof-of-Fulfilment Processing

Proof-of-Fulfilment artefacts generated by Sellers are processed solely for:

- (a) internal Dispute resolution,
- (b) fraud-prevention and chargeback defence, and
- (c) compliance obligations under the AML & CFT Policy and the Sanctions & Fraud Compliance Statement.

Such artefacts are disclosed only when required for evidentiary submissions to Payment Service Providers, card networks, competent authorities, or as mandated by law.

References to artefacts in connection with publisher bans are permitted solely within the 24-Hour Ban Liability Window (Section 2.8) and do not imply any relationship with Publishers.

#### 11.3 Retention and Access Controls

Buyer identifiers and Proof-of-Fulfilment records are retained only for as long as necessary to fulfil their lawful purpose, subject to minimum periods required by the AML & CFT Policy, the Sanctions & Fraud Compliance Statement, the Internal Audit & Compliance Policy, and Applicable Law.

Access to such records is restricted to authorised personnel under the principle of least privilege and is governed by the Data & Information Security Policy.

All processing activities are subject to audit logging and proportional security safeguards.

#### 11.4 Privacy Compliance

Personal-data processing under this Policy is governed by the Company's Privacy & Cookie Policy and the Data & Information Security Policy, which shall prevail in case of conflict on matters of data protection and security.

Buyers retain all non-waivable rights under Applicable Law (e.g., access, rectification, erasure, restriction, portability, objection) through the Data Subject Access Request procedures set out therein.

# 12. FEES; ADJUSTMENTS; WITHHOLDINGS

### 12.1 Payout Adjustments

Escrow payouts mirrored from External Marketplaces are subject to reconciliation against refunds, chargebacks, processor reversals, or network fees assessed by Payment Service Providers.

The Company, acting as Aggregator, may adjust or delay mirrored balances to reflect such outcomes in accordance with the Escrow & Payment Policy and the Refund & Buyer Protection Policy.

## 12.2 External Seller Responsibility

All financial liability for refunds or chargebacks stemming from non-compliant fulfilment lies solely with independent Sellers on the External Marketplace.

The Company is not the Seller of record and assumes no contractual liability for Seller misconduct. Refund claims arising from Publisher bans are admissible only within the 24-Hour Ban Liability Window (Section 2.8).

## 12.3 Withholdings and Risk Controls

The Company may apply temporary withholdings, offsets, or extended risk holds to Escrow balances where:

- (i) Payment Disputes remain unresolved;
- (ii) acquirer or processor investigations are pending;
- (iii) AML / CFT or sanctions reviews require fund retention under the AML & CFT Policy or the Sanctions & Fraud Compliance Statement; or
- (iv) overlapping refund and chargeback claims necessitate deferment pending final network determination.

These controls operate solely within the Aggregator's escrow facilitation capacity and do not create Seller liabilities.

### **12.4 Final Allocation**

Adjustments and offsets under this Section are binding between the Company and the External Marketplace integration.

Sellers remain subject to their own Marketplace terms and liabilities.

The Company expressly disclaims responsibility for residual losses beyond its escrow facilitation role; in the event of conflict between internal mechanics and processor rules, the latter shall prevail mutatis mutandis.

# 13. LIABILITY; DISCLAIMERS

#### 13.1 Role and Capacity of the Company

- 13.1.1 The Buyer and all Users acknowledge and agree that the Company acts solely and exclusively in its capacity as Aggregator and Escrow Facilitator, providing a neutral, automated, and compliance-screened environment for the routing, settlement, and reconciliation of transactions involving In-Game Valuables.
- 13.1.2 The Company is not, and shall never be deemed, the Seller of Record, publisher, intermediary, distributor, broker, agent, fiduciary, or representative of any Seller or Publisher.

- 13.1.3 All In-Game Valuables are independently listed and transacted by third-party Sellers on the External P2P Marketplace; the Company merely mirrors such listings into Storefront interfaces operated by Influencers without creating legal privity between the Company and the end-Buyer.
- 13.1.4 Nothing in this Policy shall be construed as creating any partnership, agency, joint venture, or franchise between the Company and any Seller, Influencer, or Publisher, nor as implying that the Company assumes, guarantees, or endorses any contractual or technical obligation of such third parties.

#### 13.2 Disclaimer of Warranties

- 13.2.1 The Platform, APIs, and escrow workflows are provided strictly "as is" and "as available", without any assurance of uptime, merchantability, or suitability.
- 13.2.2 To the maximum extent permitted by law, the Company expressly disclaims all warranties, undertakings, or representations—express, implied, statutory, or collateral—including, without limitation:

merchantability, quality, or fitness for any particular purpose;

accuracy, completeness, or reliability of Delivery data or logs;

uninterrupted, timely, or error-free operation of Storefronts or integrations;

immunity from cyberattack, data loss, or Publisher enforcement;

validity, lawfulness, or safety of Buyer-initiated Manual Top-Ups;

conformity of delivery methods to Publisher guidelines; and

non-infringement of third-party rights.

13.2.3 No communication, statement, or representation—whether oral, written, digital, or by an Influencer—shall be deemed to create any warranty or liability binding upon the Company.

## 13.3 Exclusions from Liability

- 13.3.1 Without prejudice to mandatory consumer rights under Applicable Law, the Company shall bear no liability whatsoever for:
- (a) Publisher enforcement actions, investigations, suspensions, bans, rollbacks, confiscations, or balance resets;
- (b) Payment Service Provider or card-network decisions, reversals, freezes, or chargeback outcomes;
- (c) acts, omissions, or misconduct by Sellers, Influencers, Marketplaces, or other external parties;
- (d) Buyer reliance on statements or assurances made outside authorised Company channels (Storefront messenger or official support email);
- (e) consequences of Buyer conduct, including but not limited to credential disclosure, credential reuse, automation scripts, VPN masking, Buyer-initiated Manual Top-Ups, or circumvention of Supported Methods; or
- (f) losses or damages arising from or connected with force majeure, network outages, or maintenance as described in Section 10.

13.3.2 Any indirect, consequential, exemplary, incidental, or punitive damages—such as loss of profit, reputation, business opportunity, or perceived account value—are hereby disclaimed in their entirety.

## 13.4 Publisher Enforcement Risk and Buyer Assumption of Risk

- 13.4.1 The Buyer acknowledges that acquisition, holding, or use of In-Game Valuables is purely voluntary and conducted at the Buyer's sole initiative and risk.
- 13.4.2 The Company does not monitor, interpret, or ensure compliance with any Publisher EULA, anti-cheat, or fair-play policy.
- 13.4.3 Publishers may, at their exclusive discretion and without prior notice, investigate, suspend, restrict, or permanently ban accounts or reverse transactions.
- 13.4.4 Such actions are wholly outside the Company's technical or legal control and shall not give rise to any liability, reimbursement, or indemnity claim against the Company.
- 13.4.5 The Buyer expressly agrees that industry-standard risks—including "coin wipes," trade locks, balance reversals, or anti-RMT penalties—are inherent to the use of In-Game Valuables and are borne solely by the Buyer.
- 13.4.6 The Company neither represents nor implies any Publisher approval, and any contrary assurance by Influencers or Sellers is null and void.
- 13.4.7 All consequences of Publisher enforcement remain outside the contractual risk perimeter of the Company and fall within the Buyer's exclusive assumption of risk.

### 13.5 Limitation of Liability

- 13.5.1 Subject always to Section 13.6, the total cumulative liability of the Company—whether in contract, tort (including negligence), strict liability, or otherwise—shall in no case exceed the lesser of:
- (a) USD 100 (one hundred U.S. Dollars); or
- (b) the total Platform service fees actually and lawfully retained by the Company in respect of the Buyer's transactions within the preceding three (3) calendar months.
- 13.5.2 Amounts paid to Sellers, Influencers, or any external Marketplace are expressly excluded from this calculation.
- 13.5.3 This limitation applies cumulatively across all causes of action and does not affect the Buyer's entitlement to refunds, chargebacks, or escrow reversals expressly set out in the Refund & Buyer Protection Policy or Escrow & Payment Policy.

#### 13.6 Mandatory Carve-Outs

- 13.6.1 Nothing in this Policy shall exclude or limit liability where such exclusion is prohibited by Applicable Law.
- 13.6.2 The Company remains liable only for death or personal injury directly and proximately caused by acts or omissions amounting to gross negligence or wilful misconduct of the Company itself or its duly authorised officers in the actual performance of obligations expressly set forth in this Policy.

13.6.3 Publisher actions, account bans, rollbacks, Buyer-initiated Manual Top-Ups, or third-party enforcement events do not constitute such acts or omissions and shall not trigger this carve-out.

# 13.7 Buyer Indemnity

- 13.7.1 To the fullest extent permitted by law, the Buyer shall indemnify, defend, and hold harmless the Company, its Affiliates, directors, officers, employees, and agents from any loss, claim, cost, damage, or expense (including reasonable legal fees) arising from or connected with:
- (a) the Buyer's breach of this Policy or any Incorporated Document;
- (b) the Buyer's negligent or unlawful conduct, misrepresentation, or misuse of the Platform;
- (c) disclosure or unauthorised use of account credentials or other sensitive data;
- (d) circumvention or manipulation of Supported Methods, escrow mechanisms, or fraud-screening systems;
- (e) off-platform or direct settlements between Buyer and Seller; or
- (f) Publisher enforcement or sanction resulting from Buyer conduct, including voluntary credential sharing during Manual Top-Ups.
- 13.7.2 The indemnity in this Section extends to any third-party claim against the Company or its Affiliates arising from such Buyer conduct, mutatis mutandis.

### 13.8 Survival, Non-Waiver, and Interpretive Harmony

- 13.8.1 The provisions of this Section survive termination, expiry, or fulfilment of any Order and remain enforceable notwithstanding any failure of essential purpose.
- 13.8.2 No delay or omission by the Company in enforcing any right shall constitute or be construed as a waiver thereof.
- 13.8.3 This Section shall be construed in pari materia with the Terms of Service, Refund & Buyer Protection Policy, Escrow & Payment Policy, Sanctions & Fraud Compliance Statement, and AML & CFT Policy, mutatis mutandis; in case of inconsistency, the order-of-precedence established under the Internal Guidelines on Contract Administration and User Agreement Management shall prevail.

## 13.9 Account Value Disclaimer and Limitation of Disputes

- 13.9.1 The Company bears no liability for any intrinsic, sentimental, speculative, or cumulative "value" of a Buyer's account, characters, progress, or Publisher-issued items.
- 13.9.2 All claims or disputes under this Policy are strictly limited to the specific Order ID last processed through the Platform and supported by compliant Proof-of-Fulfilment.
- 13.9.3 No dispute, refund, or remedy shall extend to prior transactions, aggregate account valuations, historical top-ups, or any perceived loss of prestige, enjoyment, or digital assets arising outside that specific Order.
- 13.9.4 The Buyer acknowledges that In-Game Valuables have no independent or real-world monetary value outside the Publisher's ecosystem, and the Company does not create or confer any proprietary rights therein.

### 13.10 Governing Interpretation; Limitation of Remedies

13.10.1 This Section shall be interpreted restrictively in favour of limiting Company liability to the narrowest extent permitted under Applicable Law.

- 13.10.2 Any remedy available to the Buyer is confined strictly to the escrow-refund mechanisms established in the Incorporated Documents; no additional or punitive damages, consequential losses, or exemplary compensation shall be available.
- 13.10.3 All claims arising hereunder must be brought within twelve (12) months of the underlying event, failing which they shall be time-barred and extinguished.

# 14. GOVERNING LAW; JURISDICTION

# 14.1 Governing Law

- 14.1.1 This Policy and any non-contractual obligations arising out of or in connection herewith shall be governed by and construed in accordance with the laws of the United Arab Emirates, as applied within the jurisdiction of the Fujairah Creative City Free Zone, without regard to conflict-of-law principles and without prejudice to overriding mandatory provisions of Applicable Law.
- 14.1.2 The choice of UAE law reflects the Company's registered seat, operational centre, and regulatory nexus, and shall apply mutatis mutandis to all transactions, interactions, and Escrow operations facilitated under this Policy, unless superseded by a mandatory consumer protection rule expressly designated under Section 14.2.
- 14.1.3 All Incorporated Documents (including the Terms of Service, Refund & Buyer Protection Policy, Escrow & Payment Policy, and Privacy & Cookie Policy) shall be interpreted under this same governing law, ensuring internal consistency and interpretive harmony within the SellMMO Group documentation suite.

### 14.2 Consumer-Mandatory Carve-Out

- 14.2.1 Notwithstanding Section 14.1, where a Buyer qualifies as a "consumer" under the mandatory consumer protection framework of their habitual residence, any non-derogable and non-waivable statutory rights afforded under such local law shall continue to apply to the extent required.
- 14.2.2 This includes, inter alia, statutory withdrawal, refund, and dispute rights that cannot legally be excluded under EU Directive 2019/770, UK Consumer Rights Act 2015, or analogous legislation in other relevant jurisdictions.
- 14.2.3 For the avoidance of doubt, such consumer-mandatory carve-outs shall operate only to the minimum extent necessary to ensure compliance with Applicable Law, and shall not otherwise alter the allocation of risk, limitation of liability, or indemnity framework established under Sections 2.4, 13.6, and 13.10 of this Policy.

### 14.3 Jurisdiction and Forum Selection

14.3.1 Jurisdiction.

Subject always to Section 14.2 (Consumer Carve-Out) and to any non-derogable rights of the Buyer under Applicable Law, the courts and tribunals of the Emirate of Fujairah, United Arab Emirates, sitting within the Fujairah Creative City Free Zone, shall have exclusive jurisdiction over any dispute, controversy, or claim arising out of or relating to this Policy, its interpretation, validity, performance, or termination, including any non-contractual obligations arising therefrom.

For the avoidance of doubt, submission to such jurisdiction shall not prejudice the Buyer's right, where mandated by law, to bring proceedings in the courts of their habitual residence solely for the enforcement of mandatory consumer-protection rights.

- 14.3.2 The Buyer irrevocably submits to such jurisdiction and waives any objection based on forum non conveniens or similar doctrines, except where non-derogable consumer laws require adjudication in the courts of the Buyer's habitual residence.
- 14.3.3 Nothing in this Section shall prejudice the Company's residual right to:
- (a) escalate any dispute, payment reversal, or chargeback case to a Payment Service Provider, acquirer, card network, or regulatory authority for compliance or fraud-prevention purposes; or
- (b) seek provisional, injunctive, or equitable relief in any competent court to protect its rights under Applicable Law.
- 14.3.4 Such escalation or provisional relief shall not constitute, nor be deemed to constitute, a submission to alternative jurisdiction or a waiver of the Company's exclusive jurisdictional right under Section 14.3.1.

### 14.4 Multi-Jurisdictional Enforceability and Severability

- 14.4.1 If any provision of this Section is deemed invalid or unenforceable by a court of competent jurisdiction under Applicable Law, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect mutatis mutandis.
- 14.4.2 The Parties agree that any ambiguity or uncertainty in the construction of this Section shall be resolved in favour of preserving exclusive UAE jurisdiction and minimising extraterritorial exposure, consistent with the principles of proportionality, predictability, and procedural economy under the Internal Guidelines on Contract Administration and User Agreement Management.

### 14.5 Governing Interpretation

- 14.5.1 This Section shall be construed harmoniously with the Escrow & Payment Policy, the Refund & Buyer Protection Policy, and the AML & CFT Policy, ensuring unified conflict-of-law handling and jurisdictional consistency across all layers of the Company's compliance framework.
- 14.5.2 References in this Section to "Applicable Law" include, where context requires, the mandatory legal provisions of the UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data, Federal Decree-Law No. 20 of 2018 on AML & CFT, and any successor instruments governing commercial transactions, consumer protection, or cross-border payments.

# 15. ENTIRE AGREEMENT; AMENDMENTS; SEVERABILITY; ASSIGNMENT

### 15.1 Entire Agreement

- 15.1.1 This Policy, together with all Incorporated Documents and operational manuals referenced herein, constitutes the entire and exclusive understanding and agreement between the Parties with respect to the subjects of Delivery, Fulfilment, Escrow, and related Buyer protection matters.
- 15.1.2 It supersedes and extinguishes any prior or contemporaneous proposals, representations, understandings, or communications—whether oral, written, or implied—that are not expressly incorporated by reference into this Policy.

- 15.1.3 In the event of any conflict or inconsistency between (i) this Policy, (ii) Storefront-level materials, (iii) Marketplace terms, and (iv) the Incorporated Documents, the order of precedence prescribed under the Internal Guidelines on Contract Administration and User Agreement Management shall apply mutatis mutandis, ensuring interpretive harmony across the SellMMO Group documentation framework.
- 15.1.4 No waiver, interpretation, or collateral assurance by any third party, Seller, or Influencer shall modify, supplement, or supersede this Policy unless executed in writing by a duly authorised officer of the Company.

#### 15.2 Amendments and Revisions

- 15.2.1 The Company reserves the right to amend, update, supplement, or restate this Policy at any time with prospective effect, by publishing the revised version through the same communication channels and repositories as the Incorporated Documents.
- 15.2.2 Unless a longer notice period is expressly required under Applicable Law, any such amendment shall take effect upon publication, and continued use of the Platform or Storefront thereafter shall constitute conclusive acceptance of the updated Policy.
- 15.2.3 Amendments necessitated by changes in Applicable Law, regulatory directives, AML/CFT or sanctions obligations, Payment Service Provider or card-network requirements, or security standards may take immediate effect without prior notice.
- 15.2.4 The Company may, at its discretion, issue interpretive bulletins, compliance advisories, or technical implementation notices to clarify or operationalise this Policy, each of which shall form part of the Policy once published, without requiring a separate amendment process.
- 15.2.5 For the avoidance of doubt, no modification shall retroactively alter Buyer rights or obligations arising before its effective date, except where mandatory legal compliance requires immediate retroactive application.

#### 15.3 Severability and Conformity with Law

- 15.3.1 If any provision of this Policy is held to be invalid, void, or unenforceable by a court or authority of competent jurisdiction, such provision shall be construed, limited, or modified to the minimum extent necessary to preserve its operative intent and ensure compliance with Applicable Law.
- 15.3.2 The remaining provisions shall continue in full force and effect, and the invalidated provision shall not affect the validity or enforceability of the remainder of the Policy.
- 15.3.3 Where a provision cannot be so modified, it shall be severed, and the Policy shall be interpreted mutatis mutandis to maintain the Parties' original intent to the greatest legally permissible extent.

#### 15.4 Assignment, Delegation, and Novation

15.4.1 The Company may assign, novate, delegate, or otherwise transfer its rights and obligations under this Policy, in whole or in part, to any of its Affiliates, successors, acquirers, or transferees in connection with any corporate restructuring, merger, acquisition, asset transfer, or business reorganisation, provided that such transfer does not diminish the Buyer's non-waivable statutory consumer rights under Applicable Law.

- 15.4.2 The Buyer may not assign, delegate, or transfer any rights or obligations arising under this Policy without the Company's prior written consent, which may be withheld at the Company's sole and absolute discretion.
- 15.4.3 Any purported assignment or transfer by the Buyer in contravention of this Section shall be null, void, and of no effect.
- 15.4.4 The Company shall remain entitled to perform its obligations through Affiliates, subcontractors, payment processors, or compliance partners, provided such entities operate under confidentiality, data-protection, and AML/CFT obligations no less stringent than those of the Company.

# 15.5 Survival and Continuing Effect

15.5.1 Without prejudice to Section 13.8, all provisions of this Policy which by their nature are intended to survive termination, expiry, or completion—including, inter alia, those relating to representations and warranties, disclaimers, limitation of liability, indemnification, privacy, data protection, compliance, and dispute resolution—shall continue in full force and effect notwithstanding the conclusion of any specific Order or transaction.

15.5.2 For clarity, the following Sections shall survive indefinitely: 5 (Proof-of-Fulfilment & Evidence), 6 (Dispute Resolution), 7 (Refunds), 9 (Compliance), 10 (Force Majeure & Publisher Actions), 11 (Data & Privacy), 12 (Fees & Adjustments), 13 (Liability), 14 (Governing Law), and this Section 15.

15.5.3 Termination of an account, Storefront, or transaction shall not affect accrued rights, obligations, or remedies existing as of the date of termination, each of which shall continue to be enforceable mutatis mutandis.

### 15.6 Interpretive Harmony and Integration Clause

15.6.1 This Section shall be read and construed in harmony with the Terms of Service, Escrow & Payment Policy, Refund & Buyer Protection Policy, Privacy & Cookie Policy, and the Internal Guidelines on Contract Administration and User Agreement Management, which together form the integrated contractual framework governing the relationship between Buyers and the Company.

15.6.2 In the event of ambiguity, inconsistency, or silence, the interpretation most consistent with the Company's role as Aggregator and Escrow Facilitator (not Seller) shall prevail.

# SCHEDULE 1 — SUPPORTED DELIVERY METHODS & PROOF

#### S1. General Provisions

### S1.1 Purpose

This Schedule defines and standardises the limited, technically feasible workflows through which in-game currencies, coins, credits, or equivalent digital units ("In-Game Valuables") may be transferred between independent Buyers and Sellers via the Platform.

The enumeration of such workflows serves solely to:

- (a) establish how valid Proof-of-Fulfilment may be generated and verified for the purposes of Escrow release, reconciliation, and dispute resolution;
- (b) ensure that both Parties understand, in advance, their obligations to produce, preserve, and, where necessary, disclose appropriate evidentiary artefacts; and
- (c) provide a harmonised and transparent framework for assessing fulfilment, allocating operational risk, and resolving delivery-related disputes in accordance with the Escrow & Payment Policy and the Return & Warranty Policy.

These workflows are described solely for evidentiary and operational clarity and do not constitute authorisation, approval, or endorsement by the Company or any Publisher.

### **S1.2** Publisher Non-Endorsement and Legal Disclaimer

All workflows enumerated herein are executed voluntarily and at the Parties' sole initiative, discretion, and risk.

Neither the Company nor any affiliated entity represents, warrants, or implies any relationship, authorisation, or endorsement from any Publisher.

Publishers generally restrict or prohibit third-party transactions involving In-Game Valuables under their respective End-User Licence Agreements (EULAs), Terms of Service, or anti-cheat policies.

#### Consequently:

- (a) any transfer performed under this Schedule may contravene Publisher rules and may trigger automated or manual enforcement measures (including trade locks, balance resets, suspensions, or permanent bans);
- (b) the Company does not intervene in or influence Publisher enforcement decisions; and
- (c) the Buyer expressly acknowledges that all enforcement risks associated with such Publisher actions are borne solely by the Buyer.

All Parties participate under full awareness that the described methods are tolerated solely for technical operability, not as a legal or contractual right to in-game delivery.

### S1.3 Exclusions and Invalid Workflows

Any improvised, hybrid, experimental, or unlisted delivery workflow shall be deemed null and void ab initio and incapable of producing valid Proof-of-Fulfilment or triggering Escrow release.

Only the methods expressly enumerated in this Schedule qualify as Supported Methods within the meaning of this Policy.

#### Unlisted or modified methods:

- (a) are deemed unauthorised for Escrow or warranty purposes;
- (b) may expose the Buyer and Seller to irrecoverable losses, including confiscation of In-Game Valuables, account restrictions, or permanent bans; and
- (c) fall entirely under the Buyer's risk allocation as set out in Section 13.4 of this Policy and Section 10.1 of the Return & Warranty Policy.

For the avoidance of doubt, any fulfilment attempt conducted through unverified communication channels, unauthorised applications, or direct account manipulation shall not be recognised by the Company for any operational, evidentiary, or refund purposes.

### S1.4 Proof-of-Fulfilment Retention and Integrity

All evidentiary artefacts generated through any Supported Method must be:

- (a) complete, unaltered, and captured in their original resolution and format;
- (b) retained for a baseline period of not less than eighteen (18) months, and up to five (5) years where required for payment reconciliation, compliance, or regulatory review; and
- (c) accompanied by verifiable metadata (timestamps, user identifiers, and environment details) to establish authenticity and chain-of-custody.

Tampering, compression, alteration, or fabrication of Proof-of-Fulfilment artefacts shall invalidate the evidence, nullify warranty protection, and may constitute a breach of the Data & Information Security Policy and Sanctions & Fraud Compliance Statement.

## **S2. Enumerated Supported Methods**

#### S2.1 Face-to-Face Delivery (World of Warcraft)

### S2.1.1 Overview

This workflow entails a direct, synchronous transfer of In-Game Valuables between Buyer and Seller through the native in-game trade interface provided by the Publisher. The exchange simulates an ordinary player-to-player transaction visible in real time to both Parties within the Publisher's controlled environment.

Its principal advantages lie in transparency, immediacy, and verifiable execution, provided that both Parties coordinate accurately and maintain compliance with the conditions set forth herein.

For the avoidance of doubt, the Company does not participate in, supervise, or authenticate such transactions within the Publisher environment. All operational and enforcement risks are borne solely by the Buyer and Seller.

#### S2.1.2 Coordination and Timing

Execution is ordinarily expected within fifteen (15) minutes of the mutually confirmed delivery slot. Both Parties must be simultaneously online, logged into the correct realm and character, and positioned at the designated delivery point (typically, without limitation, Stormwind, Orgrimmar, or another major city).

A tolerance buffer of up to one (1) hour is permissible before the transaction is deemed delayed. Failure of the Buyer to appear within such timeframe may result, at the Seller's discretion, in:

(a) conversion to Mailbox Delivery, if technically feasible; or

(b) cancellation of the order with refund processing in accordance with the Escrow & Payment Policy.

#### S2.1.3 Proof-of-Fulfilment

Valid Proof-of-Fulfilment shall consist of:

- (a) a pre-trade screenshot showing the Buyer's balance and character name;
- (b) a screenshot of the trade interface displaying both Parties' character identifiers and the precise quantum of In-Game Valuables; and
- (c) a post-trade screenshot confirming the updated Buyer balance.

Optional chat extracts (trade logs or confirmation messages) may supplement, but not substitute, the above artefacts.

All evidentiary material must be preserved in original, uncompressed form for a minimum of eighteen (18) months, or up to five (5) years where required for compliance or dispute resolution.

#### S2.1.4 Risk Allocation

This delivery modality, while transparent, remains vulnerable to Publisher monitoring and enforcement, including automatic flagging of repetitive trades, suspicious pricing, or inter-faction transfers.

Publisher-imposed sanctions (including trade locks, currency confiscations, or permanent bans) fall exclusively within the Buyer's operational risk sphere and shall not be grounds for refund or indemnity from the Company.

Temporary interruptions, network instability, or miscoordination shall be treated as service deviations and governed under the Escrow & Payment Policy.

#### S2.1.5 Buyer Restrictions & Prohibited Conduct

To preserve evidentiary validity and reduce enforcement exposure, the Buyer shall strictly refrain from the following actions during and immediately before or after the fulfilment session:

- Off-Platform Communication All coordination must occur solely through the Platform's
  integrated messaging or order interface. Direct communication through game chat, social
  media, or external messengers is strictly prohibited and voids warranty coverage.
- Premature Login / Logout The Buyer must not log out or switch characters during the active fulfilment window. Early logout, re-login, or simultaneous login from an alternate character constitutes voluntary interference and nullifies warranty protection.
- Modification of Character Identifiers Any alteration of the designated recipient character, realm, or faction after order confirmation shall be deemed Buyer error and may result in forfeiture of the order or Escrow release to the Seller.
- Use of Bots, Macros, or Automation Tools The Buyer must not use third-party automation or scripting software during or near the fulfilment window. Detection of such tools by the Publisher may trigger sanctions for which the Company assumes no liability.
- Parallel Trades or Re-Trades The Buyer must not initiate simultaneous or conflicting transactions with multiple Sellers or accounts during the same order window. Such overlap undermines traceability and invalidates Proof-of-Fulfilment.

Interference or Fraudulent Claim Submission — Any manipulation of screenshots, staging
of partial trades, or submission of falsified Proofs shall be treated as fraud and may result
in Escrow forfeiture, account suspension, and legal escalation.

The Buyer acknowledges that failure to comply with the above provisions constitutes voluntary assumption of risk and may extinguish all warranty, refund, and Buyer Protection rights.

### S2.2 Mailbox Delivery (World of Warcraft)

#### S2.2.1 Overview

This workflow utilises the Publisher's in-game mail system to dispatch In-Game Valuables directly to the Buyer's nominated character.

It enables asynchronous fulfilment and does not require simultaneous login or in-game presence of both Parties.

Execution occurs entirely within the Publisher's proprietary environment and remains subject to its internal transmission logic, anti-fraud buffers, and delivery queues.

The method is valued for its operational simplicity and lower coordination demand but remains technically dependent on the Publisher's infrastructure and internal risk filters.

For the avoidance of doubt, the Company merely facilitates Escrow and verification processes through the Platform and bears no responsibility for any in-game or Publisher-side mechanics involved in the actual dispatch or receipt of items.

### S2.2.2 Coordination and Timing

Ordinary fulfilment is expected within fifteen (15) to thirty (30) minutes from the time of dispatch confirmation by the Seller.

However, the Publisher may impose automated anti-fraud delays or queueing mechanisms that extend delivery by up to one (1) hour or more. Such latency shall not be treated as breach, non-delivery, or service failure.

Both Parties must ensure proper coordination through authorised Platform channels:

The Buyer shall confirm the exact recipient character name, realm, and faction prior to dispatch.

The Seller must send only to the officially confirmed character identifier contained in the Order ID.

Any mismatch or typographical error in the recipient name or realm constitutes Buyer-side error and discharges the Seller's delivery obligation under the Return & Warranty Policy.

The Seller may, at its discretion, defer dispatch during detected Publisher maintenance, server instability, or active anti-cheat enforcement windows.

Such deferrals are treated mutatis mutandis as force-majeure-like events under the Delivery & Fulfilment Policy.

#### S2.2.3 Proof-of-Fulfilment

The Seller shall generate and preserve verifiable Proof-of-Fulfilment artefacts to substantiate completion of Delivery and enable Escrow release.

Such Proof shall include:

- (a) a screenshot of the outgoing in-game mail window clearly showing:
  - the recipient's character name and realm;

- the quantity or denomination of In-Game Valuables; and
- a visible system timestamp;

(b) a screenshot or Publisher log entry confirming that the message was successfully dispatched, e.g., an entry from the "Sent" folder or mail history.

Where applicable, the Seller may also include platform-level transmission logs confirming synchronisation of order status.

All artefacts must be retained in their original, uncompressed format for a minimum of eighteen (18) months, or up to five (5) years where required under compliance, Escrow, or dispute-resolution obligations.

Proofs that are edited, compressed, or partially redacted shall be deemed invalid and inadmissible for Escrow release or Buyer Protection purposes.

#### S2.2.4 Risk Allocation

Mailbox Delivery remains dependent on Publisher systems and their inherent anti-fraud or network mechanisms.

### Accordingly:

- Any systemic delay, queueing, packet loss, or temporary inaccessibility of the in-game mail system is treated mutatis mutandis as a force-majeure-like event;
- Publisher-imposed enforcement actions (including mail confiscations, message purges, or balance wipes) are outside the Company's control and remain allocated solely to the Buyer;
- The Buyer expressly acknowledges that Publisher monitoring may flag repetitive or highvalue transfers as suspicious, potentially resulting in sanctions or transaction reversal; and
- The Company disclaims all liability for Publisher detection, account suspensions, or confiscation of In-Game Valuables once dispatch has occurred and valid Proof-of-Fulfilment has been generated.

#### S2.2.5 Buyer Obligations and Prohibited Conduct

To maintain validity of Proof-of-Fulfilment and avoid enforcement triggers, the Buyer shall observe the following obligations during and immediately following the fulfilment process:

- Accurate Recipient Data Provide exact and correct character identifiers (name, realm, and faction) through authorised Platform forms only. Any misspelling, incorrect realm selection, or use of retired/secondary characters shall be treated as Buyer error.
- Mailbox Capacity and Accessibility Ensure that the recipient mailbox is not full, blocked, or under Publisher restriction at the time of delivery.
- No Interference or Premature Action Do not delete, return, or re-send parcels before confirming receipt through the Platform interface.
- No Parallel Transactions Refrain from initiating concurrent mail exchanges with other Sellers or Buyers using the same character during the fulfilment window, to prevent confusion or Publisher flags.
- No Use of Automation or Modifications Do not employ bots, mail-management add-ons, or automation scripts during delivery or retrieval; such tools may trigger anti-cheat responses.

• No Off-Platform Communication — Do not coordinate or confirm delivery through game chat, Discord, or other third-party platforms; only the authorised Storefront messenger or support email is valid.

Non-compliance with these obligations constitutes voluntary interference or Buyer-side fault and may extinguish warranty protection, Buyer Protection eligibility, and any right to refund or redelivery.

# S2.3 Auction House / Transfer Market Settlement (World of Warcraft / EA FC)

S2.3.1 Overview

This workflow involves the Buyer listing a placeholder item on the in-game Auction House (World of Warcraft) or Transfer Market (EA FC) at a pre-agreed inflated price.

The Seller subsequently purchases this item, and the inflated listing price serves as the transfer mechanism for the In-Game Valuables.

This method remains one of the most widely adopted within industry practice due to its efficiency and auditability within Publisher environments.

However, it is inherently constrained by Publisher-imposed economic balancing mechanisms, anti-fraud quotas, and transaction ceilings designed to prevent market abuse and real-money trading.

Accordingly, all such transfers are performed strictly at the Buyer's and Seller's own risk, without representation or warranty from the Company or any Publisher.

# S2.3.2 Coordination and Timing

Execution shall occur strictly within the predefined fulfilment window communicated via the Platform or Storefront messenger.

Both Parties must adhere to the specific parameters (item identity, target price, and listing duration) as issued through Platform instructions.

Deviation from these parameters invalidates Proof-of-Fulfilment and may require relisting without penalty to the Seller.

Large-volume orders are executed through a series of segmented tranches, respecting Publisher limitations on both:

- (a) the number of transactions executable within any forty-eight (48)-hour period; and
- (b) the aggregate transaction value, representing the total In-Game Valuables transferable in such period.

Based on empirical data from Publisher systems, EA FC environments typically restrict:

- execution to approximately five hundred (500) individual transactions; or
- an aggregate volume of about five million (5,000,000) coins per rolling forty-eight (48)-hour period.

Each tranche constitutes an independent fulfilment unit for Service-Level and Escrow purposes. Any delays arising from systemic anti-fraud queues, market refresh cycles, or Publisher throttling mechanisms shall not constitute breach, delay, or Non-Delivery under the Delivery & Fulfilment Policy.

Should Publisher systems temporarily disable listing functionality or impose additional trade caps, execution shall be deferred until such restrictions are lifted. Such suspension shall be treated mutatis mutandis as a force-majeure-like interruption.

#### S2.3.3 Proof-of-Fulfilment

Valid Proof-of-Fulfilment for Auction House or Transfer Market Settlement shall comprise the following artefacts, generated and preserved by the Seller or Platform:

- (a) Listing Screenshot showing the Buyer's placeholder item with:
  - visible item identity, denomination, and listing price;
  - order timestamp and remaining listing duration;
  - visible character or account name.
- (b) Purchase Confirmation a screenshot or system log showing the Seller's successful purchase and the Buyer's updated post-transaction balance.
- (c) Transaction Linkage matching order identifiers or in-game transaction references that verifiably connect the listing and purchase to the specific Order ID under the Platform's tracking system.

Where multiple listings are executed as part of a batch, aggregated or collaged evidentiary sets may be accepted, provided all critical identifiers remain legible and verifiable.

All artefacts must be retained unaltered and in original resolution for at least eighteen (18) months, or up to five (5) years where legally required for compliance, dispute, or audit purposes.

Edited, cropped, or post-processed artefacts are invalid and may nullify Escrow eligibility or warranty protection.

#### S2.3.4 Risk Allocation

This workflow operates entirely within Publisher-controlled systems and is therefore inherently subject to Publisher-side risks, including but not limited to:

- Systemic Enforcement Risks Publisher-initiated anti-fraud reviews, trade locks, or balance wipes that may occur after transfer completion.
- Economic Controls dynamic adjustments to market tax, price ceilings, or trade quotas imposed by the Publisher without prior notice.
- Rollback Events Publisher database restorations, patch-related reversions, or economy recalibrations that may remove or reverse completed transfers.
- Detection and Monitoring automated pattern-recognition systems that identify repetitive or abnormally priced listings and impose account-level restrictions.
- Delayed Postings or Queueing latency in listing propagation or market refresh intervals beyond the Parties' control.

All such risks are external to the Company's operational control and are allocated solely to the Buyer, who acknowledges the inherent enforcement and systemic volatility of Auction House / Transfer Market transactions.

#### S2.3.5 Buyer Obligations and Prohibited Conduct

To ensure evidentiary integrity and reduce enforcement exposure, the Buyer shall observe the following mandatory obligations during and immediately prior to fulfilment:

- Strict Parameter Compliance The Buyer must list the exact item, price, and duration as instructed via the Platform. Any deviation (e.g., listing a different item type, wrong denomination, or incorrect price) shall invalidate Proof-of-Fulfilment.
- Single Active Listing per Order Only one active listing per Order ID may exist at any given time. Multiple or duplicate listings may trigger Publisher suspicion or Seller error risk.
- No Interference During Execution Once the item is listed, the Buyer must not modify, cancel, or re-list until confirmation of purchase is received. Premature relisting, undercutting, or editing constitutes Buyer interference and extinguishes warranty coverage.
- Prohibited Market Manipulation The Buyer must not engage in deliberate price distortion, concurrent speculative trading, or laundering of unrelated items during the order window.
- Sufficient Account Balance and Access The Buyer must ensure sufficient funds to cover Publisher-imposed transaction taxes and maintain unrestricted access to the Auction House or Transfer Market.
- Avoidance of Automation The Buyer must not employ bots, auto-listing scripts, or thirdparty trading extensions; such usage may result in Publisher detection and permanent enforcement action.
- Publisher Compliance The Buyer must comply with the Publisher's in-game trading rules
  and system prompts. Disregard of these restrictions (e.g., multiple repeated high-value
  listings within a cooldown window) constitutes voluntary exposure to enforcement risk.

Any of the above violations shall be deemed Buyer-side fault and may result in:

- rejection of refund or re-delivery claims,
- partial Escrow release to compensate the Seller for operational effort, and
- forfeiture of Buyer Protection rights under the Return & Warranty Policy.

#### S2.3.6 Notes

- (a) All enforcement and rollback events post-proof generation remain outside the Company's control.
- (b) The Seller's fulfilment obligation is deemed satisfied once valid Proof-of-Fulfilment has been generated in compliance with this Section.
- (c) Buyers are reminded that Publisher intervention, economic resets, or price harmonisation measures are part of normal operational risk within in-game economies and cannot constitute breach or negligence by the Company or Seller.

#### S2.4 Manual Top-Up (Exception-Based)

#### S2.4.1 Overview

This workflow is an exceptional fulfilment mechanism applied only when no other Supported Method (such as Auction House, Mailbox, or Face-to-Face Delivery) is technically feasible due to Publisher restrictions, system limitations, or verified account-linking constraints.

It involves the Seller performing a direct top-up through the Publisher's own payment or value-injection interface — typically within the Buyer's in-game or WebApp account — strictly and exclusively upon:

the Buyer's explicit written request submitted through authorised Storefront channels; and

the Buyer's informed consent acknowledging that the action carries heightened risk of Publisher detection or enforcement.

The Seller executes the transfer solely using Publisher-native mechanisms and does not access the Buyer's login credentials.

All transfers occur within the Publisher's proprietary environment and are subject to its internal payment validations, anti-fraud thresholds, and system-imposed cooldowns.

This workflow is formally categorised as "high-risk, exception-based" and may be suspended or disabled by the Company at its sole discretion.

### S2.4.2 Coordination and Timing

Fulfilment under this workflow depends entirely upon:

the Publisher's system uptime and transaction queue stability;

the correct functioning of Buyer-linked payment or wallet infrastructure; and

the absence of active Publisher verifications, fraud holds, or anti-cheat interventions.

No fixed Service-Level Agreement applies.

Where delays arise from Publisher verification, maintenance, or throttling, such latency shall be treated mutatis mutandis as a force-majeure-like condition and shall not constitute breach or non-delivery.

The Buyer must:

- (a) confirm that the target account is accessible and not under temporary lock or authentication review;
- (b) refrain from performing any login, password reset, or security verification during the top-up window;
- (c) ensure that no automatic wallet or parental-control limit prevents crediting; and
- (d) not request simultaneous top-ups through other Sellers or external sources.

Violations of (b)–(d) constitute Buyer interference and void warranty and Escrow protection.

#### S2.4.3 Proof-of-Fulfilment

The Seller must generate Proof-of-Fulfilment artefacts sufficient to substantiate the completion of top-up for Escrow release.

Acceptable evidentiary material includes:

- (a) a Publisher-issued or system-generated confirmation of successful value addition, showing the transaction timestamp;
- (b) a masked account identifier confirming the correct Buyer environment; and
- (c) where available, a transaction reference number, confirmation code, or screenshot of the Publisher-side completion screen.

If the Publisher does not issue a confirmation page, the Seller may rely on system event logs or synchronised balance updates captured via timestamped screenshots.

All Proof artefacts must remain unaltered, legible, and retained for a minimum of eighteen (18) months, or up to five (5) years for compliance and audit purposes.

### S2.4.4 Risk Allocation

All execution under this workflow is undertaken entirely at the Buyer's risk.

The Buyer expressly acknowledges that:

the Company and Seller have no control over Publisher verification, wallet errors, or anti-fraud enforcement;

Publishers may suspend, confiscate, or roll back credited value without notice;

detection of repeated or large-volume top-ups may trigger permanent bans, resets, or balance wipes; and

such enforcement constitutes an external event not attributable to the Seller or Company.

Accordingly:

The Company disclaims all liability for bans, reversals, confiscations, or enforcement actions following valid Proof-of-Fulfilment.

Warranty and Escrow protection are limited strictly to the specific Order ID supported by compliant Proof-of-Fulfilment; no coverage extends to cumulative account balance or prior credits.

The Buyer's request and consent serve as final assumption of risk and waiver of recourse beyond the Escrow refund scope.

S2.4.5 Buyer Obligations and Prohibited Conduct

During the execution and verification period, the Buyer shall strictly refrain from:

Logging into the Publisher account or changing credentials — including passwords, linked emails, or 2FA settings — until the Seller confirms completion.

Using the Publisher wallet or spending balance during the top-up window; premature spending may interfere with transaction reconciliation.

Running any automation, VPN masking, or IP-switching tool that alters geographic consistency; Publisher fraud engines may interpret such variance as suspicious behaviour.

Opening duplicate support tickets with the Publisher related to the credited amount, as this may trigger enforcement review.

Requesting chargebacks or payment disputes with PSPs or card networks before internal resolution procedures are complete; such actions constitute a breach of the Refund & Buyer Protection Policy and may lead to account suspension.

Any breach of these obligations is deemed voluntary assumption of risk, extinguishing warranty rights, Buyer Protection eligibility, and any entitlement to refund or re-delivery.

### S2.5 Comfort Trade (EA FC / FIFA)

S2.5.1 Overview

This workflow entails the Buyer voluntarily disclosing their account credentials, including login and functional two-factor authentication (2FA) or backup codes, thereby permitting the Seller to access the Publisher's official WebApp or Console environment and directly transfer In-Game Valuables (coins).

For the avoidance of doubt, this method is formally recognised as among the highest-risk modalities due to its inherent visibility to Publisher monitoring, automated logging, and enforcement mechanisms.

Publisher-side sanctions—including but not limited to account suspension, coin wipe, rollback, or permanent ban—are commonplace within this category and remain entirely outside the Company's operational control.

This workflow is undertaken solely at the Buyer's initiative and discretion and is subject to the Buyer's express informed consent.

It is further clarified that this method is implemented only via authorised Storefront workflows; no manual or off-platform exchange of credentials is permitted.

#### S2.5.2 Coordination and Execution

(a) Timing and Tranching.

Execution timing depends upon Publisher system stability, market liquidity, and anti-fraud throttling parameters.

To mitigate systemic detection risk, large orders are segmented into automated tranches to comply with Publisher-imposed ceilings—typically not exceeding approximately 500 purchases or 10,000,000 coins within any rolling forty-eight (48)-hour period.

Each tranche constitutes a discrete fulfilment session, independently recorded for Escrow, Service-Level, and audit purposes.

Delays caused by Publisher queueing, maintenance, or fraud verification shall not constitute breach, delay, or Non-Delivery.

(b) Buyer Conduct Obligations.

Throughout the execution process, the Buyer shall:

Refrain from logging into the account, changing passwords, resetting 2FA, or initiating any login attempt from another device or IP.

Avoid launching the Publisher's WebApp, Companion App, or Console client until the Seller confirms completion of all tranches.

Maintain valid and functional 2FA or backup codes for the duration of the fulfilment window.

Refrain from any in-game Transfer Market activity (listing, bidding, selling) during and within forty-eight (48) hours after completion.

Observe a 48-hour "quarantine period" before and after each tranche, refraining from any external coin purchase, gifting, or manual transfers that could activate Publisher anti-fraud systems.

These obligations exist to maintain system integrity and to protect both Parties from Publisher-side investigation.

(c) Premature Login / Buyer Interference.

Any conduct in breach of paragraph (b) shall constitute Premature Login or Buyer Interference, which shall:

- (i) immediately suspend or terminate the fulfilment session;
- (ii) void all Service-Level commitments, warranty protections, and Buyer Protection eligibility;

- (iii) entitle the Seller to partial Escrow release pro tanto for any tranches already completed and evidenced by compliant Proof-of-Fulfilment; and
- (iv) transfer all resulting risk of loss, ban, or confiscation solely to the Buyer pursuant to Section 13.4 of this Policy and Section 9.4 of the Return & Warranty Policy.
- (d) Resumption.

Execution may resume only upon Buyer re-authentication through new one-time credentials issued via authorised Storefront channels and with mutual consent of both Parties.

Each resumed tranche constitutes a new fulfilment session, subject to independent Proof-of-Fulfilment and timing treatment.

Repeated Buyer interference may result in permanent denial of Service-Level coverage for Comfort Trade workflows.

#### S2.5.3 Proof-of-Fulfilment

The Platform or Seller shall record and preserve the following artefacts, in line with Section 5.2 of this Policy and the Company's anti-fraud, data retention, and AML/CFT obligations:

- (a) system-generated login confirmation and post-transaction screenshot evidencing the updated balance and visible timestamp;
- (b) a masked account identifier verifying the correct Publisher environment without exposing personal data; and
- (c) any Publisher-issued receipts, WebApp logs, or transaction references corroborating the execution and completion of each tranche.

All Proof-of-Fulfilment artefacts must remain unaltered and retained for at least eighteen (18) months, or up to five (5) years where required by AML/CFT and data retention rules.

Edited, redacted, or compressed artefacts are inadmissible for Escrow release or Buyer Protection purposes.

- S2.5.4 Risk Allocation and Liability Disclaimer
- (a) All risks of Publisher monitoring, automated enforcement, account bans, resets, confiscations, or reversals are borne entirely by the Buyer.
- (b) Comfort Trade is neither authorised nor endorsed by any Publisher. The Company functions exclusively as Aggregator and Escrow Facilitator of the transaction.
- (c) The Company and Seller expressly disclaim any and all liability for losses, sanctions, or account restrictions resulting from:
  - Buyer interference as defined in S2.5.2(c);
  - systemic Publisher detection or enforcement; or
  - unauthorised use of credentials beyond the intended fulfilment scope.
- (d) Warranty coverage and Escrow protection apply only to the specific Order ID validated by compliant Proof-of-Fulfilment. No compensation extends to historical account balances, prior topups, or aggregated account valuation.

(e) Publisher enforcement occurring within twenty-four (24) hours of completion may be reviewed under the 24-Hour Ban Liability Window, provided that forensic analysis confirms absence of Buyer interference or policy breach.

### **S2.6 General Notes Applicable to All Methods**

All Proof-of-Fulfilment artefacts must be preserved in their original, unedited format for a minimum of eighteen (18) months, or longer if required under AML/CFT or statutory compliance rules.

Communications or confirmations exchanged through unauthorised channels (e.g., Discord, Telegram, social media, or in-game chat) are inadmissible as evidence in Escrow, dispute, or warranty proceedings.

All Publisher enforcement risks—including suspensions, rollbacks, deletions, or confiscations—are allocated exclusively to the Buyer, irrespective of timing or method.

The Company acts strictly as Aggregator and Escrow Facilitator, without any authorisation, partnership, or endorsement from the relevant Publisher.

Engagement in any excluded, improvised, or hybrid delivery method automatically voids Buyer Protection, warranty coverage, and Escrow eligibility.

The Company reserves the right to suspend, amend, or permanently discontinue any workflow that becomes non-compliant with Publisher systems, applicable law, or risk-control parameters.

# S3. Proof-of-Fulfilment Principles

# **S3.1 Minimum Evidentiary Elements**

Each Proof-of-Fulfilment artefact must, at a minimum, demonstrate all of the following:

- Correct Buyer Identifier visible, unambiguous indication of the Buyer's account, character, or in-game handle as recorded in the Platform order data.
- Transfer Timestamp a system-generated or visibly captured timestamp reflecting the exact completion time of the transaction within the Publisher's environment.
- Quantum of Value precise amount of In-Game Valuables delivered, expressed in the relevant in-game denomination (coins, gold, credits, etc.).
- Transaction Evidence clear depiction or log of the completed transaction (e.g., trade window, balance update, Publisher confirmation, or WebApp message).
- Traceability linkage between the transaction and its corresponding Platform Order ID, ensuring auditability within the Escrow system.

Screenshots, logs, or recordings that omit any of the above shall be deemed incomplete and not valid for Escrow release or warranty evaluation.

#### S3.2 Integrity and Retention

- (a) All Proof-of-Fulfilment artefacts must be maintained in their original, unaltered, and uncompressed form, preserving native metadata (timestamps, filenames, resolution).
- (b) Artefacts shall be retained for a minimum of eighteen (18) months, and up to five (5) years where mandated by AML/CFT record-keeping, sanctions compliance, or statutory audit obligations.
- (c) Any modification, cropping, or editing of artefacts—including redaction of identifiers or overlays—renders the evidence void for dispute or compliance purposes.

(d) Original artefacts shall be stored under secure, access-controlled conditions in accordance with the Company's Data & Information Security Policy and Internal Audit & Compliance Framework.

# S3.3 Invalid or Non-Admissible Evidence

The following categories of material do not constitute valid Proof-of-Fulfilment:

- Off-Platform Communications including but not limited to Discord messages, WhatsApp or Telegram chats, social media posts, and screenshots thereof.
- Buyer-Supplied Self-Reports any self-declared confirmation or screen capture not independently verifiable through the Seller's or Platform's fulfilment logs.
- Modified or Filtered Screenshots any artefact showing evidence of alteration, blur, cropping, or image filtering.
- Publisher Notifications Without Context isolated system alerts lacking corresponding balance, item, or trade verification.

Only artefacts captured through approved workflows or the Platform's integrated Bridge system shall be admissible for Escrow, refund, or dispute resolution purposes.

#### S3.4 Disclosure and Permitted Use

Proof-of-Fulfilment artefacts are confidential transactional records and may be disclosed only under the following circumstances:

- (a) for internal dispute resolution between Buyer and Seller under the Refund & Buyer Protection Policy;
- (b) for compliance verification under the Company's AML & CFT Policy, Sanctions & Fraud Compliance Statement, or related regulatory obligations;
- (c) to Payment Service Providers, card networks, or acquiring banks in the context of chargeback or transaction dispute defence; or
- (d) to competent regulatory authorities or law enforcement bodies, where disclosure is legally mandated.

All such disclosures shall be processed strictly in accordance with the Privacy & Cookie Policy and Data & Information Security Policy, ensuring proportionality, minimality, and audit logging of access.

#### S3.5 Evidentiary Weight and Escrow Finality

- (a) Where Proof-of-Fulfilment meets the requirements of this Section, Escrow release shall be considered final and binding, absent manifest fraud or technical error proven by competent evidence.
- (b) The Company shall not be obligated to mediate disputes founded on subjective assessments, unverified screenshots, or third-party correspondence.
- (c) In case of conflicting submissions, the version stored within the Platform's forensic log or the Seller's original timestamped artefact shall prevail.

#### S4. Risk Allocation and Disclaimers

### S4.1 Purpose and Primacy

S4.1.1 This Section allocates risk, limits liability, and delineates the boundaries of the Company's obligations in connection with all Supported Methods set out in this Schedule, to be read in pari materia with the Terms of Service, the Delivery & Fulfilment Policy, the Refund & Buyer Protection Policy, the Return & Warranty Policy, the AML & CFT Policy (Statement Version), the Sanctions & Fraud Compliance Statement, and the Privacy & Cookie Policy (together, the "Buyer-Facing Compliance Layer").

S4.1.2 In the event of any inconsistency, the order-of-precedence prescribed by the Terms of Service shall prevail, mutatis mutandis, subject always to non-derogable rights under Applicable Law.

### S4.2 Company Role; No Agency, No Seller Status

- S4.2.1 The Company acts solely as an Aggregator and Escrow Facilitator providing neutral technical rails for order routing, Delivery coordination, evidence collection, and escrow administration.
- S4.2.2 The Company is not the Seller of Record, does not take title to, create, or control In-Game Valuables, and does not act as agent, franchisee, reseller, distributor, or licensee of any Seller, Influencer, External Marketplace, or Publisher.
- S4.2.3 No provision herein shall be construed as creating partnership, joint venture, fiduciary duty, or agency between the Company and any third party.

#### S4.3 Publisher Risk and Non-Endorsement

- S4.3.1 Publishers generally prohibit or restrict third-party transfers of in-game currencies and items outside their own systems. No workflow described in this Schedule is endorsed, authorised, or approved by any Publisher; all such transfers may be monitored, restricted, reversed, or sanctioned by Publishers at their sole discretion.
- S4.3.2 All risk of Publisher enforcement—including without limitation account suspensions or bans, trade locks, balance resets, confiscations, rollbacks, or denial of access—rests exclusively with the Buyer as the contracting party to the Publisher's terms.
- S4.3.3 Nothing herein warrants or represents that any transfer will be tolerated by a Publisher; no implied waiver or estoppel shall arise against the Company from any past successful transfer.

#### S4.4 Buyer Autonomy; No Reliance on Third-Party Statements

- S4.4.1 The Buyer's decision to acquire In-Game Valuables via any Supported Method is made voluntarily and at the Buyer's sole risk and discretion.
- S4.4.2 The Buyer hereby acknowledges that no statement by any Influencer, Seller, or third party—including marketing content, social media posts, or private messages—binds the Company or modifies this Schedule. The Company disclaims any reliance by the Buyer on such statements.
- S4.4.3 The Buyer remains solely responsible for understanding the implications of their own Publisher account status, settings, and restrictions.

# S4.5 Improper, Excluded, and Unlisted Methods

S4.5.1 Only the workflows expressly enumerated in this Schedule constitute Supported Methods.

S4.5.2 Unlisted, improvised, hybrid, or prohibited workflows—including (without limitation) key/code resales, cosmetic skins or item transfers outside scope, boosting/pilot/account-sharing services, credential-based access beyond the narrow conditions stated for Manual Top-Up or Comfort Trade—are categorically excluded.

S4.5.3 Executions via excluded methods cannot generate valid Proof-of-Fulfilment, cannot trigger Escrow release or refund, and void any warranty under the Buyer-Facing Compliance Layer.

### S4.6 Operational Constraints; No "Time of the Essence"

S4.6.1 Delivery timelines are indicative and may be impacted by Publisher queues, anti-fraud throttling, server instability, maintenance windows, or systemic quotas (including per-period limits on both transaction count and aggregate transferred value).

S4.6.2 Except where mandated by non-derogable law, time is not of the essence. Extensions, tranching, or deferrals required by Publisher systems shall not constitute breach, delay, or failure of essential purpose.

### **S4.7 Evidence and Escrow Finality**

S4.7.1 Escrow release is conditioned on receipt of compliant Proof-of-Fulfilment as defined in this Schedule and the Delivery & Fulfilment Policy.

S4.7.2 Once Escrow is released on the basis of compliant Proof-of-Fulfilment, such release is final and binding, save for demonstrable fraud, manifest error, or an active Risk Hold / Compliance Freeze under the AML & CFT Policy (Statement Version) and the Sanctions & Fraud Compliance Statement.

S4.7.3 Off-platform communications (e.g., Discord, WhatsApp, social media) are not admissible Proof-of-Fulfilment and do not affect Escrow decisions.

### **S4.8** Allocation of Buyer-Side Duties and Breaches

S4.8.1 The Buyer must: (a) supply accurate identifiers (account, realm/server, character), (b) maintain required inventory/mail capacity or Transfer-Market prerequisites, (c) provide and maintain valid authentication factors where applicable, and (d) refrain from Premature Login, password/2FA changes, off-platform settlement, or any action that frustrates an ongoing tranche or violates Supported Method rules.

S4.8.2 Buyer-side deficiencies (including mislistings, wrong denominations, insufficient tax funds, missing slots, no-shows, or Premature Login during Comfort Trade) may: (i) justify postponement; (ii) shift tranches; (iii) result in pro tanto Escrow release for completed portions; and/or (iv) limit or negate refund eligibility under the Refund & Buyer Protection Policy.

### S4.9 Limitations of Liability; No Special Damages

S4.9.1 To the fullest extent permitted by Applicable Law, the Company disclaims all implied warranties, including merchantability, fitness for a particular purpose, uninterrupted availability, immunity from Publisher enforcement, or conformity guarantees for third-party execution.

S4.9.2 No liability shall arise for: (a) Publisher enforcement actions; (b) PSP/acquirer/card-network reversals, freezes, chargebacks, or evidentiary rulings; (c) acts/omissions of Sellers, Influencers, the External Marketplace, or other third parties; or (d) consequences of Buyer conduct (e.g., credential disclosure, off-platform settlement, use of excluded methods).

S4.9.3 In any event, and subject to non-derogable law, the Company's aggregate liability is capped as set out in the Delivery & Fulfilment Policy (Liability; Disclaimers). No indirect, incidental, punitive, exemplary, special, or consequential damages (including loss of gameplay progress, virtual items, reputation, opportunity, or goodwill) are recoverable from the Company.

### S4.10 Publisher-Enforcement Window (Narrow Carve-Out)

S4.10.1 Any limited protection associated with a 24-Hour Ban Liability Window (for specified titles/flows, e.g., EA FC/FIFA) applies only as expressly described in the Delivery & Fulfilment Policy and/or the Refund & Buyer Protection Policy.

S4.10.2 Such carve-out is contingent upon timely dispute initiation, absence of Buyer interference (e.g., Premature Login), and forensic corroboration of the last authorised fulfilment step. It does not extend to historic balances, cumulative account value, or non-covered titles/methods.

# **S4.11 Compliance Governance; Holds and Freezes**

S4.11.1 All executions and payouts remain subject to the AML & CFT Policy (Statement Version), the Sanctions & Fraud Compliance Statement, and Applicable Law (including sanctions/embargoes, PSP/network rules, and consumer-protection mandates).

S4.11.2 The Company may impose or extend Risk Holds or Compliance Freezes, pause or reverse Escrow, request additional artefacts, or escalate to PSPs/regulators where fraud, sanctions exposure, or financial-crime indicators arise. Such measures are not a breach and may exceed the standard Acceptance Window where legally required.

### S4.12 No Duty to Police Publishers or Sellers

S4.12.1 The Company has no obligation to monitor, audit, or enforce compliance with Publisher terms, nor to adjudicate the ultimate legitimacy or provenance of In-Game Valuables within a Publisher's ecosystem.

S4.12.2 The Company does not guarantee Seller performance. Its obligations are limited to administering the Platform, coordinating escrow and evidence flows, and operating the dispute/refund mechanisms set out in the Buyer-Facing Compliance Layer.

### **S4.13 Force Majeure; Systemic Events**

S4.13.1 Delays or interruptions caused by network outages, DDoS, cloud/hosting failures, power loss, regulatory actions (including sanctions and mandated freezes), public emergencies, or Publisher maintenance/rollbacks are treated as force-majeure-like events and toll applicable windows and SLAs as specified in the Delivery & Fulfilment Policy.

# S4.14 Survival; Non-Waiver

S4.14.1 The risk allocation, disclaimers, liability limitations, and compliance provisions in this Section survive completion, cancellation, or termination of any order.

Public Version

S4.14.2 No failure or delay by the Company in exercising any right shall operate as a waiver, nor shall any single or partial exercise preclude further or other exercises thereof.

Interpretive Note (non-substantive): References in this Section to other public policies are descriptive and do not expand the Company's obligations beyond those instruments' express terms. All protections herein are subject always to Applicable Law and any non-waivable consumer rights.