

EXPRESS BUY-OUT RULES (BUYERS INSTRUCTION)

With buy-back option

www.Skinshunter.com

m

Last Updated 25/02/2019

Please, note that these Express Buy-Out Rules (hereinafter referred to as the “EBO Rules”) shall be applicable only to transactions of purchase of Skins from the Users on the Site. There are no such things like express rental or any kind of back-rental on the Site.

General Terms and Conditions (User’s Agreement) of the Use of the Site www.Skinshunter.com (hereinafter referred to as the “General Terms”), as well as our Data Privacy Policy, Anti-Money Laundering (AML) Policy, and other rules, policies and provisions, including applicable legislation, shall apply to any issues not covered by these EBO Rules. Unless expressly stated otherwise, all the terms and definitions used in the Terms shall have the same meaning throughout these EBO Rules.

These EBO Rules only concern one specific kind of Transactions, and namely Express Buy-Out of Skins with Buy-Back Option (fixed price). Please, note that these EBO Rules do not cover any other kinds of Transactions and the latter should be subject to the General Terms’ provisions.

1. Express Buy-Out

Express Buy-Out means that SKINSHUNTER (service that is placed on skinshunter.com site owned by Esports Club Limited) or some other person acting on its behalf or under its commission may quickly purchase a specific Skin proposed by the Supplier (site user who sell skin to SKINSHUNTER) provided that the Skin’s price is lower than its market price (please, find details about Pricing Policy below).

The Purchase of a Skin shall be deemed quick (express) if it is performed within the same business day when the Skin was proposed to Express Buy-Out (hereinafter referred to as the Term of EBO Proposal). Please, note that this Term is not a rule, usually purchase of a Skin within Express Buy-Out could be completed much faster, but we do not undertake any obligations to perform an Express Buy-Out within the said term under any circumstances.

In order to propose a Skin for Express Buy-Out and thus start the corresponding procedure set out herein you shall have to select option “Express Buy-Out” in the main menu of the main page of the Site Section “For Suppliers”. You may do it at any time: initially together with the first proposal of the Skin on the Site and the first inclusion of the Skin in the Site listing as well as at any time later on.

PLEASE, PAY ATTENTION THAT THESE EBO RULES ARE NOT (NEITHER EXPRESSLY NOR IMPLIEDLY) AND SHALL NOT BE A PUBLIC OFFER. SKINSHUNTER KEEP THE RIGHT TO REFUSE TO PURCHASE ANY SPECIFIC SKIN WITHIN THE EXPRESS BUY-OUT PROCEDURE WITHOUT EXPLAINING THEIR REASONS AND HAVING NO REASONS AT ALL. SKINSHUNTER MAY BUT IS NOT OBLIGED UNDER ANY CIRCUMSTANCES TO MEET THE SAID TERM OF EBO PROPOSAL.

If the Skin is not purchased within the Term of EBO Proposal, the Supplier is entitled either to cancel his\her proposal and turn off the said Express Buy-Out option with respect to any specific Skin or to prolong the Term of the EBO Proposal.

2. Pricing Policy

Please, pay attention that within Express Buy-Out any Skin shall be sold to SKINSHUNTER on a lowered price (than its actual market cost) proposed by the Supplier and agreed with SKINSHUNTER.

Skin Transfer from the Supplier to SKINSHUNTER within Express Buy-Out shall be made as prescribed by the General Terms.

Please, note that the Site and SKINSHUNTER shall do all their best to ensure that the Supplier receives the sum for the Skin to be transferred under the Express Buy-Out as soon as reasonably possible. In any case exact terms of receipt of the money by the Supplier shall depend on payment method. Neither the Site nor SKINSHUNTER shall bear any responsibility for receipt of the money and the term of receipt on the account of the Supplier where banks or payment systems on the Supplier's part are in charge.

Upon successful completion of Transaction through payment provider SH account of the Supplier shall be increased for the Skin's price, agreed for Express Buy-Out.

The parties agree that Express Buy-Out shall be accompanied by the Buy-Back Option with Fixed Price.

3. Buy-Back Option

Any and all sale of any Skins within Express Buy-Out shall be followed by the Buy-Back Option under the terms and conditions set out herein below.

Option term shall be eight (8) calendar days from the Transaction Date (hereinafter referred to as the "Option Term"). The Option Term may be prolonged under the Supplier's request, nevertheless, SKINSHUNTER under no circumstances shall undertake any obligation of any kind to prolong the Option Term in any specific case. You agree that SKINSHUNTER keeps the right to refuse to prolong the Option Term at its own discretion, including without any reason at all.

The Option shall mean that SKINSHUNTER hereby agree not to sell, not to make a present of, not to rent or grant or transfer usage of, not to exchange and not to alienate the Skin purchased by SKINSHUNTER within Express Buy-Out before the Option Term expires (hereinafter referred to as Skin Reservation).

The Supplier shall have to pay to SKINSHUNTER for Skin Reservation the fee in the amount of six percent (6%) (hereinafter referred to as the "Skin Reservation Fee") calculated from the Skin's Express Buy-Out Price for each eight (8) calendar days of the Skin Reservation.

If the Supplier sends us via Site a request (using special form displayed on the Site) aiming to execute his\her Buy-Back Option and confirms his\her wish to buy the Skin back before the Option Term expires (Option Execution Notice), SKINSHUNTER agrees to sell the Skin back to the Supplier on a fixed price – the price of the Express Buy-Out.

PLEASE, NOTE THAT THE OPTION EXECUTION NOTICE SHALL BE ACCEPTED BY SKINSHUNTER AND THE SKIN SHALL BE RETURNED TO THE SUPPLIER ONLY AND IF THE SUPPLIER COMPLIES WITH THE FOLLOWING:

- the Option Execution Notice had been sent and received by SKINSHUNTER before the Option Term expired, and
- the Supplier paid the Express Buy-Out price for the Skin to be returned within the Buy Back in full and in time.

Skin Reservation Fee shall become due together with the Skin's Express Buy-Out price which should to be paid by the Supplier back to SKINSHUNTER immediately after the Option Execution Notice was sent.

Any other rules of the buy-back that are not covered herein shall be governed by the General Terms.

4. Option Term Prolongation

If the Supplier wishes to prolong the Option Term he\she may, within the initial Option Term but not later, send a request to SKINSHUNTER aiming to prolong the Option Term. The Option Term may be prolonged by SKINSHUNTER for eight (8) more calendar days. For this prolongation the

Esports Club Limited (corp.)
Reg. № 2760999
Unit 1503 15F № 69 JERVOIS STREET SHEUNG WAN HONG KONG
support@Skinshunter.com

Supplier shall have to pay to SKINSHUNTER Skin Reservation Fee equal to six percent (6%) of the Skin's Express Buy-Out price for each eight (8) calendar days of the Option Term.

To prolong the Option Term on the Site you shall have to click a corresponding Button on the Express Buy-Out page of the Suppliers' Section of the Site.

The Option Term could be prolonged only once. Total Option Term cannot be more than sixteen (16) calendar days.

If the Option Term has expired and was not prolonged by the Supplier in due course, the Option shall immediately become terminated. All the obligations undertaken by SKINSHUNTER to reserve the Skin shall be terminated simultaneously. Upon expiration of the Option Term SKINSHUNTER is entitled to manage the Skin at its sole discretion (including its alienation of any kind, sale, rent or other). The Supplier's right to claim the Skin back on fixed price shall be lost.

5. Option Term calculation

Option Term shall be calculated starting from 00:00 (UTS+3) of the day following the Transaction Date (Option Start Date). Option Term shall be calculated in calendar days (having 24 hours each) and shall expire at 00:00 of the ninth (9th) day from the Option Start Date. If the Option Term is prolonged, the initial Option Term shall be increased for eight (8) more calendar days. The Option Term cannot be prolonged more than once, so that the total Option Term be no more than sixteen (16) calendar days.

Any requests of the Supplier sent before 00:00 of the 9th day shall be deemed to be sent within the Option Term.

6. Fees

All the fees due to SKINSHUNTER hereunder could be withheld from any amount due to the Supplier. You hereby give us unconditional and irrevocable right to credit any amount due to us for the usage of the Site, for any Transaction made through the Site with the Skins (including this Express Buy-Out).