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## **GENERAL TERMS AND CONDITIONS OF USE OF THE SITE**

**Last Updated 25/02/2019**

### **Terms and Definitions**

In the present document the following term shall have the following meaning unless expressly stated otherwise:

**“Terms” or “Agreement”** means the present Terms and Conditions of use of the Site, as well as other documents (including, without limitation, our Data Privacy Policy, AML Policy, Express Buy-Out Rules and any other) displayed on the Site in the bottom of the main page;

**“User”** means a natural person no less than 16 years old or more if applicable law provides for an older maturity age, registered on the Site according to its internal procedure, having its personal SH Account on the Site and having paid a deposit as set out herein, including Suppliers and Customers;

**“Site”** means a website situated at [www.Skinshunter.com](http://www.Skinshunter.com);

**“Services”** mean any and all services and\or goods, including the site functions, links and other features, available or provided by the Site or as a result of its use by the User;

**“Skin”** means any kind of virtual items such as gaming accessories and in-game tradable items or their features that can be separately acquired, sold or rented through a corresponding in-game client;

**“Rental”** means an agreement achieved between the Site and a User with respect to temporary use of a Skin within a certain rental period for a definite rental payment to be made by the User according to these Terms, and a temporary usage of the Skin itself by the User (as a case may be);

**“Sale”** means an agreement achieved between the Site and a User (Supplier) where the User (Supplier) sells and the Site purchases a Skin or Skins on agreed price and on terms and conditions set out herein, and a transfer of the Skin from the Supplier to the Site itself as well;

**“Supplier”** means a natural person being a registered User of the Site who sells a Skin or Skins through the Site according to the terms and conditions set out in these Terms and\or other documents of the Site;

**“Customer”** means a natural person being a registered User of the Site who rents Skin or Skins from the Site according to the present terms and conditions and\or other documents;

**“Fees”** mean any commissions to be paid by Users in favor of the Esports Club Limited for its Services;

**“Transaction”** means Rental and\or Sale of any Skin, including any elements contained therein (transfer of Skin, Funds Transfer, Return from Rental, realization of Option rights, etc.);

**“Transaction Date”** means the date of completion of a corresponding Transaction, being it a Sale or Rental, including delivery of a Skin to the User, return of a Skin from Rental and\or realization of Option rights, etc.; any Transaction is considered completed on the date of Skin Transfer except for the non-realization of Option rights by the Supplier – in which case the Transaction shall be deemed completed (if the Supplier within the Option Term does not notify us about his\her wish to return the Skin) at the date of expiration of the Option Term;

**“Skin Transfer”** means the factual transfer of the Skin via Steam API in any direction either in favor of or on behalf of the Site;

**“SH Account”** means a personal account of the User with the Site to reflect his/her personal data provided for registration, payment details, history of operations, etc.

### Acceptance of the Terms

Thank you for visiting our Site. These General Terms and Conditions of use of the Site and its services shall apply to your ("**you**", "**your**") use of our proprietary SKINSHUNTER Site, online platform, as well as products and services offered through the Site, which are owned and operated by Esports Club Limited, Hong Kong, including its affiliates ("**us**", "**we**", "**our**" or "**Esports**" or "SKINSHUNTER").

Please, read these Terms carefully; by visiting the Site or accessing or using the Site and Services, or by creating a SH Account, you agree to be bound by these Terms. These Terms may be updated from time to time without notice, so be sure to review them on a periodical basis. If you do not agree to these Terms, you must cease your use of the Site, and you may not use any of the Services.

### The Services

SKINSHUNTER provides an online platform and services that allow Users to sell (within an express buy-out procedure or other methods available on the Site from time to time) or rent within corresponding e-games clients of different virtual items such as Skins. Rental or sale of Skins shall be made within a game client where such items could be used.

#### DISCLAIMER

THIS WEB SITE (THE "SITE") AND ALL MATERIALS IN THIS SITE ARE PROVIDED "AS IS" AND ALL USE IS AT YOUR OWN RISK. SKINSHUNTER DISCLAIMS, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES AND LIABILITIES OF SKINSHUNTER, WHETHER EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THIS SITE AND ANY MATERIALS IN THIS SITE, INCLUDING, BUT NOT LIMITED TO ANY: (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) IMPLIED WARRANTY OF NON-INFRINGEMENT; AND (C) CLAIM IN TORT (INCLUDING NEGLIGENCE). WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT SKINSHUNTER DOES NOT REPRESENT OR WARRANT THAT THIS SITE WILL BE ACCESSIBLE WITHOUT INTERRUPTION OR THAT THIS SITE, ANY MATERIALS IN THIS SITE, OR THE SERVER THAT MAKES THIS SITE AVAILABLE ARE FREE FROM ERRORS, DEFECTS, DESIGN FLAWS OR OMISSIONS OR FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

### Your Account at SKINSHUNTER

In order to access certain features of the Site and Services you must register to create a personal account on the Site.

To create your SH Account we may request that you first complete a verification process, wherein you may have to submit to SKINSHUNTER

- (i) a photo of yourself holding a valid ID\passport or driving license; and
- (ii) a copy of your ID or driving license showing your full name and picture, as well as a photocopy of your credit card showing the last 4 (four) digits on the card (the "VerificationProcess").

Completing the Verification Process may also be subject to a review process, and SKINSHUNTER may approve (or not approve) your SH Account at its sole discretion. Your cooperation with us within the Verification Process is a condition precedent to the rights and access granted under these Terms.-

When you create your SH Account, you must provide us with up-to-date, accurate and complete information (which may include details such as your name and e-mail address).

Please, refer to our Data Privacy Policy, complying with GDPR, situated at the bottom of the main page for additional information about what we do to protect your personal data and comply with GDPR.

You are responsible for updating and correcting information, you have submitted to create or maintain your SH Account. You shall not impersonate any person or entity or misrepresent your affiliation with any person or entity, including using another person or entity's username, password or other account information.

You are responsible for maintaining the confidentiality of your password or log-in credentials. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your SH Account, whether or not you have authorized such activities or actions. It is your responsibility to notify us immediately of any unauthorized use of your SH Account or any breach of security as soon as you become aware of it. You hereby release SKINSHUNTER from any and all liability concerning such activities or actions and you will immediately notify us of any unauthorized use of your SH Account.

You may only create and hold one account on the Site for your personal use. Your account is non-transferrable. You cannot sell, combine, or otherwise share it with any other person or entity.

If we believe you are abusing the Site or the Services in any way, we may, in our sole discretion, without prior notice, and without limiting other remedies, limit, suspend, or terminate your SH Account and access to our Site. We may cancel unconfirmed accounts or accounts that have been inactive for a long time i.e. for the period more than 8 (eight) months.

### **Fees, deposits, commissions and other payments**

Please, be advised that in consideration for usage of the Site and its Services, Users are subject to payment of certain Fees to SKINSHUNTER. Users may be obliged to pay different fees depending on the Transaction type they want to perform via Site:

- rental payments for each 8 (eight) calendar days of Rental of any Skin;
  - guarantee deposit equal to 100% (one hundred percent) of a specific rented Skin' price – it has to be transferred to the Site account or provided for deposit by any other method admitted by SKINSHUNTER in order to guarantee return of this Skin and shall be refunded to the User immediately upon return of this Skin;
  - commission for reservation of a Skin sold within an Express Buy-out procedure during the Option Term.
- In addition, Users' SH Accounts may be subject to certain minimum amounts (as a rule no less than EUR 5.00) for registration and\or withdrawal, as may appear and updated on the Site from time to time.

User Fees may be established and changed by us from time to time. It is the User's sole responsibility to check current and up-to-date data about Fee amounts displayed on the Site. The Parties to these Terms agree that User's request to perform any Transaction (such as request to sell using Express Buy-Out and\or request to rent a specific Skin) is an unconditional consent with the Fees currently applicable to this Transaction. If the User does not agree to any specific Fee amount or other terms and conditions of its payment, he\she should not use the Site to perform the Transaction where such Fee is applicable.

We reserve the right, in accordance with our sole discretion, to refuse Services to any User if we have reason to believe that any agreements and/or transactions agreed through the Site are or may become illegal or subject to dispute.

As a rule we take reasonable efforts to check existence and operability of any Skin offered through our Site and we do not offer for rental Skins that do not operate as they should, but the Site is not the developer of any Skin so we are not able to guarantee its quality.

### **Payment Processing**

Any payments made in connection with the Site and or Services shall be made through third party vendors (the "Payment Processor"), in accordance with the purchase and payment terms of such third party service providers. Applicable fees may apply.

Payments of fees will be subject to the terms, conditions and privacy policies of the applicable Payment Processor. We are not responsible for any error by the Payment Processor. Users wishing to activate any protection mechanisms offered by a Payment Processor should do so by contacting the Payment Processor directly. You agree to provide the Payment Processor with accurate information regarding your credit card or other payment instrument. Any taxes applicable to you with regard to transactions

made in accordance with these Terms and according to applicable law will be borne by you exclusively. All fees are non-refundable.

Unless otherwise stated, fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with of your transactions. If we have the legal obligation to pay or collect Taxes for which you are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against our income, property and employees.

Please, be advised that SKINSHUNTER do not directly process any payments, and shall have no liability for any failure to complete any transaction for any reason, including without limitation, due to expiry of User's payment method, fraud etc.

### **Users Responsibilities and Restrictions**

You will not and you will not encourage, assist or authorize any other third party to:

- Violate or circumvent any laws, third-party rights or our systems, policies, or determinations of your account status;
- Submit, post, list or upload content or items in inappropriate categories or areas on our Site or as part of the Services;
- Reproduce, distribute, copy, publicly display, publicly perform, license, transfer, exploit, sell, re-sell, or lease the Site or Services, or use the Services for commercial purpose unless expressly permitted to do so by SKINSHUNTER in accordance with these Terms;
- Modify, reverse engineer, decompile or disassemble, or otherwise tamper with the Services, whether in whole or in part, or create any derivative works from or of the Site and Services;
- Use the Site or create a SH Account if you are not able to form legally binding contracts (for example, if you are under the age of maturity in the applicable jurisdiction in which you reside), or are temporarily or indefinitely suspended from using the Site and Services;
- Distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- Distribute viruses or any other technologies that may harm the Site or Services, or the interests or property of the Site:
- Use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Site and Services for any purpose;
- Interfere with the working of our Site and Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- Do money fraud or use an intentionally high price abuse on our Site.
- Infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights that belong to or are licensed to SKINSHUNTER or to any other third party, including without limitation any right of Users using the Site and Services; You may not use any meta-tags or any other "hidden text" utilizing SKINSHUNTER' name or trademarks without the express written consent of SKINSHUNTER.
- Commercialize our Site and Services or any information or software associated with our Site and Services, except with our prior express permission;
- Harvest or otherwise collect information about users without their consent; or
- Circumvent any technical measures we use to provide the Site and Services.

### **Eligibility**

You may use our Site and Services or open a SH Account only if you can form a binding contract with SKINSHUNTER, and only in compliance with these Terms and all applicable laws. Any use or access by anyone under the age of 16 is prohibited. By accessing this Site or using the Services, you certify to us that you are at least 16 years old. If you are under the age of maturity in the applicable jurisdiction in which you reside, you may use the Site and Services only with involvement of a parent or guardian. SKINSHUNTER reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

### **Products and Services**

Unless stated otherwise in the offer's transaction terms, all Skins are offered, sold or rented "AS IS". It is your responsibility to ascertain and obey all applicable local, state, provincial, territorial, federal and international laws (including, without limitation, minimum age requirements) relating to the receipt, possession, use, rental and sale of any products or goods.

### **Communications**

We may contact you through the Site or the contact details you provided (such as email address), to:

- (i) notify you regarding your SH Account and of any troubleshoot problems with your account;
- (ii) resolve a dispute, if we choose to do so at our sole discretion;
- (iii) make any inquiries, at our sole discretion, with respect to the status or return of any Skin, or collect any outstanding fees or debt;
- (iv) poll your opinions through surveys or questionnaires;
- (v) for marketing purposes (such as promotions);
- (vi) as otherwise necessary to service your account or enforce these Terms, our policies, applicable law, or any other agreement we may have with you.

### **Copyright Policy**

If you own copyright, trademark, patent or other intellectual property rights ("IP Rights Owner"), or if you are an agent authorized to act on the IP Rights Owner's behalf ("Authorized Agent"), and you have a good faith belief that any item or products on the Site and Services infringes the IP Rights Owner's copyright, trademark, or other intellectual property right, and you would like to bring it to SKINSHUNTER's attention, you can report your concern(s) by submitting your complaint to: [support@Skinshunter.com](mailto:support@Skinshunter.com)

### **Proprietary Rights**

All rights, title and interest in and to the Site and Services, including compilations, digital conversions, magnetic translations, software and other materials related to the Site and Services are and shall at all times remain the sole and exclusive property of SKINSHUNTER, and are protected by applicable intellectual property laws and treaties.

All content included in or made available through the Site and Services, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of SKINSHUNTER and is protected by copyright laws. The compilation of all content included in or made available through the Site and Services (including, without limitation, the "look & feel") is the exclusive property of SKINSHUNTER and protected by copyright laws.

In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through the Site or Services are trademarks or trade names of SKINSHUNTER. SKINSHUNTER' trademarks and trade names may not be used in connection with any product or service that is not SKINSHUNTER', in any manner that is likely to cause confusion among users, or in any manner that

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disparages or discredits SKINSHUNTER. All other trademarks not owned by SKINSHUNTER that appear in the Site or as part of the Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by SKINSHUNTER.

All rights not expressly granted to you in these Terms are reserved by SKINSHUNTER.

### **Links or Access to Third Party Content**

Our Site and Services may contain links to third party websites, apps, services, offering, materials, products, advertisements, recommendations or other events or activities ("Third Party Content") that are not owned or controlled by us. We do not control, endorse or assume any responsibility for any such Third Party Content. If you access any Third Party Content from our Site and Services, you do so at your own risk and you agree that we will have no liability arising from your use of or access to any Third Party Content. Please be aware that such Third Party Content own terms of use and privacy policy will apply and govern your activities and any information you disclose while interacting with such Third Party Content.

### **Third Party Software**

Portions of the Site and Services may include software that we license from third parties, which may include open source software or related components and services provided by Steam ("Third Party Software"). Third Party Software is subject to the terms and conditions imposed by the licensors of that Third Party Software. We do not make any warranty with respect to Third Party Software. You agree that your use of the Site and Services is subject to the applicable Third Party Software. You agree and acknowledge that certain parts of the Site and Services are dependent on such Third Party Software, including but not limited to the use of Steam trading bots enabling Users to trade Skins. You hereby agree and acknowledge that we shall not be liable or responsible in any manner for any failure to provide the Site or Services or loss of any Skins due to an error or failure or decision made in connection with the Third Party Software and hereby waive any action or claim against us in connection thereto.

### **Termination**

SKINSHUNTER may terminate or suspend the licenses provided herein at any time and cease providing you access to our Site and Services, with or without cause or notice to you, and such termination may include the automatic forfeiture and loss of any sums or items credited to your SH Account.

If you violate these Terms, or if you violate any terms, restrictions or limitations specified in any additional agreement(s) you may enter into with SKINSHUNTER or that may apply to your specific use of the Site and Services, or if you otherwise create risk or possible legal exposure for us, we can temporarily ban your account or immediately stop providing you access to all or part of the Site and Services and terminate the licenses provided herein (including by suspending or terminating your Account, or otherwise restricting your access to our Site and Services) and/or the additional agreement(s), as applicable. Due to AML policy, if it is necessary SKINSHUNTER reserves the right to stop or temporarily ban one or several functionality of the Site and Services for your account until security service will end the investigation of suspicious activity.

Upon termination, you continue to be bound by sections: Proprietary Rights, Copyright Policy, Links or Access to Third Party Content, Termination, Indemnification, Limitations on Liabilities, Warranty Disclaimer and Miscellaneous and any other section and terms which by their nature are meant to survive termination. Termination of your access to and use of the Site and Services shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability which you otherwise may have to SKINSHUNTER, including without limitation any indemnification obligations contained herein. We may change or discontinue the Site and Services at any time without prior notice. We also reserve the right to change or discontinue any aspect or feature of our services or the Site.

**Disclaimer of Warranties; Limitation of Liability**

We try to keep our Site and Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Site and Services.

You agree that you are making use of our Site and Services at your own risk.

Neither SKINSHUNTER, nor its subsidiaries or affiliates or any of their respective employees, agents, suppliers, third party content providers or licensors or any of their officers, directors, employees or agents, warrant that use of the Site or the Services will be uninterrupted, secure, virus-free or error free, nor does SKINSHUNTER make any warranty as to

(a) the results that may be obtained from use of the Site and Services, or

(b) the accuracy, completeness or reliability of

(i) the content available through the Site and Services, including, without limitation, the Skins,  
or

(ii) descriptions of Skins, products or services available on the Site and Services.

The Site, Services and all content, and other information contained therein, including the Skins, or other products and services accessible or available through the Site and Services, are made accessible or available on an "AS IS" and "AS AVAILABLE" basis. To the extent allowed by applicable law, SKINSHUNTER hereby disclaims any and all representations, warranties and conditions, whether express, implied, or statutory, as to the operation of the Site and Services or the content, or other information contained on the Site and Services, including the Skins, products and services available through the Site, including, without limitation, those of title, non-infringement, non-interference, supplierability, suitability and fitness for a particular purpose, as well as warranties implied from a course of performance or course of dealing.

In addition, to the extent permitted by applicable law, we (including our parent, subsidiaries, and affiliates, and our and their officers, directors, agents and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages) resulting directly or indirectly from:

the content you provide (directly or indirectly) using the Site and Services;

your use of or your inability to use our Site and Services;

delays or disruptions in our Site and Services;

glitches, bugs, errors, or inaccuracies of any kind in our Site and Services;

damage to your hardware device from the use of our Site and Services;

the content, actions, or inactions of third parties (including of any Customer or Supplier), including Skin or other items listed on our Site or offered through the Services; or

A suspension or other action taken with respect to your SH Account or breach of our Terms, including any loss of access to Skins or other items purchased or rented through your account, suspension of withdrawal activities or the forfeiture of any amounts credited to your account.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of

(a) the total fees, which you paid to us in the 6 (six) months prior to the action giving rise to the liability, or

(b) EUR 100.00 (one hundred EURO 00\100).

### **Indemnification**

You will defend, indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, agents) harmless from any claims or demands, including reasonable legal fees, made by any third party due to or arising out of:

- (a) any Skins or products offered, rented or purchased by you through the Site and Services or any additional products or services offered, rented, purchased or obtained through the Site and Services;
- (b) or any use of the Site and Services in violation of these Terms;
- (c) your intentional misconduct or gross negligence; or
- (d) your breach of any law or the rights of a third party, including the infringement of any intellectual property rights.

### **Governing law**

These Terms and your use of the Site and Services shall be governed by the laws of Hong Kong, without respect to its conflict of laws principles. You and SKINSHUNTER agree to submit to the personal jurisdiction of competent courts located in Hong Kong.

### **Modifications to these Terms**

We may revise these Terms from time to time in our sole discretion and the most current version will always be posted on our Site (as reflected in the "Last Updated" heading). We encourage you to review these Terms regularly for any changes. By continuing to access or use the Site and Services after any revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, please, stop accessing or using the Site or using the Services.

### **Miscellaneous**

**Severability and Entire Agreement.** These Terms and any amendments thereto, and any additional agreements you may enter into with SKINSHUNTER or that may apply to your specific use of the Site and Services, constitute the entire agreement between you and SKINSHUNTER with respect to the use of the Site and Services, and supersede all prior or contemporaneous communications and proposals, whether oral, written or electronic, between you and SKINSHUNTER with respect to the use of the Site and Services. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

**Force Majeure.** SKINSHUNTER shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

**Assignment.** These Terms are personal to you, and are not assignable, transferable or sub-licensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

**Relationship.** No agency, partnership, joint venture, or employment relationship is created as a result of these Terms, and neither party has any authority of any kind to bind the other in any respect.

**Beneficiaries.** The provisions of these Terms apply equally to and are for the benefit of SKINSHUNTER, its subsidiaries, affiliates, Suppliers and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly.

**No Waiver.** Our failure to enforce any part of these Terms shall not constitute a waiver of our right to later enforce that or any other part of these Terms. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these



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[support@Skinshunter.com](mailto:support@Skinshunter.com)

Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

**Headings.** The section and paragraph headings in these Terms are for convenience only and shall not affect their interpretation.

**Contact Us.** We value hearing from our users and welcome your feedback. You may contact us anytime at the following email address: [support@Skinshunter.com](mailto:support@Skinshunter.com) or send us a mail to the following postal address:  
Unit 1503, 15/F, No 69 Jervois Street, Sheung Wan, Hong Kong