

## WEBSITE TERMS AND CONDITIONS

### **Introduction**

These terms and conditions govern your use of Steambuy's Website steambuy.com ("Website"). By using the Website, you accept and manifest your assent to these terms and conditions in full. If you do not agree with these terms and conditions or any part of these terms and conditions, you are not authorized to use and you must not use the Website.

The Website is available to entities, and persons over the age of legal majority, who can form legally binding agreement(s) under applicable law. If you do not qualify, you are not permitted to use the Website.

The Website uses cookies. By using the Website and agreeing to these terms and conditions, you consent to Steambuy's use of cookies.

The applicable Steambuy privacy policy governs the use of information collected from or provided by you on the Website. With respect to any individual whose personal information is provided by you to Steambuy, you represent to Steambuy that you have obtained all necessary consents for the processing of such personal information during use of the Website and including the transfer of such information to other countries whose laws may not provide the same level of protection for the personal data as the laws of the country of origin of such individual.

### **License to use the Website and Intellectual Property Contained Therein**

Unless otherwise stated, all intellectual property rights in the Website and material on the Website owns their right holders (collectively, the "Content"). Except as expressly provided herein, Steambuy does not grant to you any express or implied rights to Steambuy 's or any third party's intellectual property.

You may view, download for caching purposes only, and print pages or other information from the Website for your own use, subject to the restrictions set out in these terms and conditions.

The limited Intellectual Property license granted herein does not include, and you are prohibited from:

- republishing or translating Content from the Website (including republication on another Website);
- selling, renting or sub-licensing Content from the Website;
- showing or displaying any Content from the Website in public;
- reproducing, duplicating, copying, redistributing or otherwise exploiting Content of the Website for a commercial purpose;
- editing or otherwise modifying any Content of the Website;
- creating derivative works of Content or reverse-engineering Content or any part of any information on the Website;
- framing or utilizing framing techniques to enclose any portion or aspect of the Content or the Information, without the express written consent of Steambuy.
- infringing the Intellectual Property or challenging the validity of the Intellectual Property.

### **Prohibited Uses of the Website**

You shall not:

- use the Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful

purpose or activity, including collecting data or confidential information or invading the privacy of third parties.

- use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Website without Steambuy express written consent.
- use the Website to transmit or send unsolicited commercial communications.
- use the Website for any purposes related to marketing without Steambuy express written consent.
- disguise the origin of information transmitted through the Website.
- place false or misleading information on the Website.
- use or access any service, information, application or software available via the Website in a manner not expressly permitted by Steambuy.

Steambuy and the Website are based in the Republic of Kazakhstan. The Republic of Kazakhstan and certain other jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the Content or products purchased on the Website to countries or persons prohibited under the Republic of Kazakhstan or other applicable export control laws or regulations. If you access and download the Content or purchase a product from the Website, you represent that you are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of your local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Content.

### **Restricted Access**

Access to certain areas of the Website may be restricted. Steambuy reserves the right to restrict access to any part of the Website, or indeed this entire Website, at Steambuy's discretion.

If Steambuy provides you with a user ID and password to enable you to access any part of the Website or Content or services, you must ensure that the user ID and password are kept confidential. Steambuy may disable such user ID and password in Steambuy's sole discretion without notice or explanation.

### **Linking**

#### *Outbound Links*

The Website may contain links to third-party Websites and resources (collectively, "Linked Sites"). These Linked Sites are provided solely as a convenience to you and not as an endorsement by Steambuy of the content on such Linked Sites. Steambuy makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service, product or application found at any Linked Site. Steambuy is not responsible for the availability of the Linked Sites or the content or activities of such sites. If you decide to access Linked Sites, you do so at your own risk. In addition, your use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to, the Linked Site's privacy policy.

#### *Inbound Links*

Linking to any part of the Website is strictly prohibited in the absence of a separate linking agreement with Steambuy. Any website or other device that links to any part of the Website or any part available therein is prohibited from (a) replicating Content, (b) using a browser or border

environment around the Content, (c) implying in any fashion that Steambuy or any of its affiliates are endorsing it or its products, (d) misrepresenting any state of facts, including its relationship with Steambuy or any of its affiliates, (e) presenting false information about Steambuy products or services or products or services advertised or sold by Steambuy, and (f) using any logo or mark of Steambuy or any of its affiliates without express written permission from Steambuy.

### **User Content**

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to the Website, for whatever purpose.

You grant to Steambuy a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Steambuy the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Steambuy or a third party (in each case under any applicable law).

You must not submit any user content to the Website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Steambuy reserves the right to edit or remove any material submitted to the Website, or stored on Steambuy servers, or hosted or published upon the Website.

Notwithstanding Steambuy rights under these terms and conditions in relation to user content, Steambuy does not undertake to monitor the submission of such content to, or the publication of such content on, the Website.

### **Registration**

Currently, the registration is free and not mandatory. If it happens that Steambuy services or some functions require payment at the moment or in the future, it will be indicated before the payment. You warrant the accuracy of the information noted by you during registration and having the right to use the e-mail address that was noted. You must notify us immediately if your contact details change.

A valid e-mail address must be noted at the moment of registration, but there is also an option of using the service via the guest access with limited functionality.

The purpose of the provision of your e-mail address is the creation of a user account, as well as the communication with you or providing you with information in accordance with the rules.

### **Paid and Customer Services**

Agreement of paid services shall enter into force on the date of registration on the Website and your acceptance of the terms and conditions.

Upon registration on the Website and full entrance of the payment information into the system, you approve the mandatory tender offer to conclude the terms and conditions for the use of the relevant Steambuy services. Steambuy’s description of services reflects all expenses related to our services and discounts. Steambuy can offer various payment options without any obligations. In case the user does not fulfill his obligation to pay fees, Steambuy have the right to block the user's access to paid Steambuy services.

Steambuy service is selling products (information). The products are alphanumeric keys, codes and other products for activation of licensed computer games, recharge cards for subscribers of cellular operators and providers, and other software and digital products advertised on the Website. Acquisition, registration, handing out, and payment of the products are carried out through specialized services *digiseller.ru* and *oplata.info*. If necessary, services of other third parties can be used on a negotiated agreement with Steambuy.

The user is provided with information support on activation of the products by Steambuy through e-mail communication. Steambuy guarantees to respond to the user's e-mail request within 24 hours from receiving it. Regional restrictions are always indicated when placing an order or in the product description.

### **No Warranties**

This Website is provided “as is” without any representations or warranties, express or implied, with respect to the Content or any products advertised on the Website. Steambuy makes no representations or warranties, and disclaims all warranties to the fullest extent permissible by law, in relation to the Website, the Content provided on the Website, and with respect to any products advertised on the Website.

STEAMBUY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. STEAMBUY AND ITS AFFILIATES, LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE CONTENT, INFORMATION OR SERVICES OR PRODUCTS PROVIDED ON OR THROUGH THE USE OF THE WEBSITE. NO INFORMATION OBTAINED BY YOU FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED BY STEAMBUY IN THESE TERMS OF USE.

Without prejudice to the generality of the foregoing paragraph, Steambuy does not warrant that:

- the Website will be constantly available, or available at all; or
- the information on the Website is complete, true, accurate or non-misleading.

Nothing on the Website constitutes, or is meant to constitute, advice of any kind.

### **Limitations of Liability**

Steambuy disclaims all liability to you or to third parties (whether under the law of contact, the law of torts or otherwise) in relation to the Content, or use of, or otherwise in connection with, the Website.

IN NO EVENT SHALL STEAMBUY, ITS AFFILIATES, ITS LICENSORS, ITS SUPPLIERS OR ANY THIRD PARTIES MENTIONED AT THE WEBSITE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, PERSONAL INJURY OR DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION, RESULTING FROM THE USE OF OR INABILITY TO USE THE WEBSITE, THE INFORMATION, SERVICES OR THE CONTENT, OR USE OF PRODUCTS PURCHASED ON THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, DELICT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT STEAMBUY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU IN THESE TERMS OF USE

ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

By using the Website, you agree that the limitations of liability identified herein are reasonable. If you do not think they are reasonable, you must not use the Website.

### **Indemnity**

You hereby agree to indemnify Steambuy and its officers and agents and undertake to keep Steambuy indemnified against any losses, damages, costs, liabilities and expenses (including without limitation attorneys' fees and costs and any amounts paid by Steambuy to a third party in settlement of a claim or dispute on the advice of Steambuy legal advisers) incurred or suffered by Steambuy arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

### **Breaches of these Terms and Conditions**

Without prejudice to Steambuy other rights under these terms and conditions, if you breach these terms and conditions in any way, Steambuy may take such action as Steambuy deems appropriate to deal with the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.

### **Revisions to Terms and Conditions**

Steambuy may revise these terms and conditions from time-to-time at any time. Revised terms and conditions will apply to the use of the Website from the date of the publication of the revised terms and conditions on the Website. Please check this page regularly to ensure you are familiar with the current version.

### **Assignment**

Steambuy may transfer, sub-contract, sub-license or assign its rights and/or obligations with respect to these terms and conditions, the Content, the Website, or its business, without notifying you or obtaining your consent.

You may not transfer, sub-contract, sub-license or assign your rights and/or obligations with respect to these terms and conditions, the Content or the Website.

### **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect and that will not affect the enforceability of the other provisions of the terms and conditions.

### **Entire agreement**

These terms and conditions constitute the entire agreement between you and Steambuy in relation to your use of the Website and the Content, and supersede all previous agreements in respect of your use of the Website and Content.

### **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with the laws of the Republic of Kazakhstan. You expressly waive any objection on the grounds of venue or jurisdiction and you agree that any claim or cause of action arising out of or related to your use of the Website or any products purchased from the Website must be filed within one (1) month after such claim or cause of action arose.

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