

TERMS OF USE FOR THE WEBSITE WWW.MMOAUCTIONS.COM

1. GENERAL PROVISIONS

1. These Terms of Use specify the general conditions, principles and method of supplying the Services electronically, via the Website www.mmoauctions.com, including in particular conditions for the conclusion and termination of the Agreements for the provision of Services, and the complaint procedure.
2. The Website operates as a platform to provide a place for its Users to present their information, including commercial information, their offer and mutual statements of will, for the purposes of establishing legal relations solely between such Users.
3. Using the Electronically Supplied Services requires an active electronic mail account and a computer of a PC or Mac class, or another device connected to the Internet, equipped with an operating system, web browser in the latest version with Java Script and cookies enabled, and with an electronic mail program.
4. The User may contact the Service Provider:
 1. By an email message at: contact@mmoauctions.com.
 2. through an electronic contact form available on the Website.
5. The Service Provider reserves the right to publish on the Website any advertising content related to the offered services, as well as products and services of third parties, including in particular of the Website Users, in accordance with the principles laid down in these Terms of Use and in the forms used in the Internet. The use of such offers or services is not an element of the Website, and the entities which offer them define their own principles. The Service Provider recommends that before starting to use such services or offers the User should read the relevant conditions, principles and terms of use which govern them
6. The principles of the provision of other Services within the Website, including paid Services, may be governed by other terms of use.
7. Unless expressly specified otherwise, these Terms of Use do not regulate the relations between individual Website Users, including in particular the principles, conditions and prices for specific Transactions, except for the general requirements regarding the principles pertaining to the conclusion of Transactions.
8. The Service Provider hereby informs that using electronically supplied services may be connected with a risk which involves the possibility to introduce malicious software to the ICT system and to obtain and modify data

by unauthorised persons. In order to avoid the risk of such events the User should apply appropriate technical measures which minimize their occurrence, in particular antivirus software and a firewall.

2. DEFINITIONS

1. The terms used herein shall have the meaning as follows:
 1. **Website/MMOAUCTIONS** – a website hosted in the domain www.mmoauctions.com, being an IT system owned by and under administration of the Service Provider, allowing its Users to use the Services it makes available;
 2. **Payment Service Provider** – an external entity, independent and unrelated to the Service Provider, which according to the information presented on the Website, offers services related to the processing of payments for the Services on the Website;
 3. **Account** - a personalised part of the Website assigned to each User where the User's data is stored, including in particular information about the completed or currently processed Services, Listings and Transactions, which allows the User to perform relevant actions on the Website;
 4. **Listing** – information prepared and presented by the User on the Website, being an offer for the conclusion of the Transaction, which involved the transfer or acquisition of the right to a virtual item or electronic service – according to the content of the Listing;
 5. **Transaction** – an agreement concluded between the Website Users, with the content and in accordance with the principles specified in the Listing;
 6. **Service Provider** – FP Global Limited with its registered office in 2301 Bayfield building, 99 Hennessy Road, Wan Chai, Hong Kong;
 7. **User** – a person using the Services available on the Website for their own use, who has full legal capacity and is able to assume legally effective obligations and dispose of rights in accordance with the generally applicable provisions of laws of Hong Kong, or if the relevant international regulations provide otherwise, in accordance with the provisions of law of the country where the person is domiciled or has their place of habitual residence, or where the Services are provided for them; the Website User may also be a person with limited legal capacity, if - according to applicable law - as provided for in the preceding sentence, they have the right to assume legally effective obligations or dispose of their right;

8. **Services** - services provided by the Service Provider for the benefit of Users electronically, in accordance with the provisions of these Terms of Use and information presented on the Website;
9. **Agreement** – agreement for the provision of the Website Services for the benefit of its Users, concluded remotely, with the use of the Website infrastructure, in accordance with the principles laid down in these Terms of Use;
10. **Terms of Use** – this document.

3. SERVICES PROVIDED ON THE WEBSITE

1. On the Website, in accordance with the principles laid down in these Terms of Use, the following Services are provided:
 1. presentation of content on the Website;
 2. maintaining a User Account on the Website;
 3. possibility for the Users to add their Listings on the Website;
 4. enabling the Users to conclude Transactions,
 5. sending the ordered commercial information (Newsletter) to the Users
 6. making available an interactive form to contact the Service Provider,
 7. possibility to add and present opinions on the Website.
2. Using the Website Services is free of charge, with the exception of the services identified as paid. The Service Provider may organize occasional promotional or discount actions.
3. The Service Provider shall display and present the content and information related to the Services provided on the Website, and also the content added and presented by the Website Users themselves, and other information.
4. The Service which involves presenting the Website content shall be performed for a definite period, and shall be terminated as soon as the User closes the Website page.
5. The Service which involves maintaining an Account on the Website shall be available upon registration. Registration shall be made by filling and accepting the Account registration form available on the Website. The User shall be obliged to provide truthful and valid data in the Account registration form.
6. The Agreement for the provision of the Service which involves maintaining the Account shall be concluded for an indefinite period and shall terminate when the User submits a request to remove their Account or when they use the button “Remove Account”.
7. The Service Provider may offer the Users the possibility to log in via accounts in other portals, including in particular in social media, according to the information presented on the Website.

8. The User may not have more than one account assigned to one electronic mail address. The User may not use Accounts of other Users or allow others to use the Account, which includes disclosing the access password to the Account.
9. The Service Provider, according to the content of the information presented on the Website, may offer the Users the possibility to enable additional functionalities within the Account, in accordance with the principles specified on the Website. Unless expressly stipulated otherwise on the Website, the User shall pay for the Services referred to in the preceding sentence in advance.
10. The Agreement for the provision of the Service which involves presentation of the Listing shall be concluded for a definite period, the length of which depends on the option selected by the User. The User may repeat the Listing in accordance with the principles specified on the Website.
11. The Service Provider shall offer the possibility to conclude Transactions for the Users having the Account on the Website in accordance with the principles indicated in these Terms of Use, including in particular in the provisions of section 5 of the Terms and Conditions.
12. The User may obtain commercial information from the Service Provider in the form of messages sent to the electronic mail address they provided. For that purpose it is necessary to provide a correct electronic mail address or activate an appropriate field on the Website pages. The User may withdraw their consent for sending commercial information at any time. The Agreement for the provision of the service shall be concluded for an indefinite period and shall terminate when the User submits a request to remove their email address from the subscription or unsubscribes with the link included in the body of the commercial message.
13. The User may send messages to the Service Provider via a contact form. The Agreement for the provision of the Service which involves making available of the interactive form allowing the Users to contact the Service Provider shall be concluded for a definite period and shall terminate as soon as the User sends the message to the Service Provider.
14. In the event of a breach of the provisions of these Terms of Use by the User, the Service Provider may terminate the Agreement after prior ineffective request to discontinue the breach.
15. The Service Provider supports various social initiatives and charities. On the Website's pages the Service Provider may publish information about the possibility and method to make a donation by an interested User for the social initiative indicated on the Website, along with the information about the donation beneficiary.

4. LISTINGS

1. The User who has the Account on the Website may present on the Website information about readiness to conclude Transactions, including in particular details with information about the products or services for sale, purchase offer, exchange or another Transaction type, according to the specificity and character of the Website and in line with these Terms of Use.
2. The User shall make payment for the Service which involves adding and publishing the Listing, via the functionalities available on the Website, including in particular through the Payment Service Provider, or by a bank transfer made directly to the Service Provider's bank account.
3. The Service Provider may also offer the possibility to add Listings free of charge, in the time and in accordance with the principles indicated on the Website in each individual case.
4. In order to add a Listing, the User shall complete the form available on the Website, according to the instructions displayed on the Website, providing in particular the details indicated as mandatory.
5. The User undertakes not to publish Listings presenting products or services, the trade in which is in breach with generally applicable provisions of law or third party rights, in particular intellectual property rights, personality rights or good practice.
6. The User shall be obliged to possess all the rights pertaining to the content published on the Website, and its use may not constitute a violation of the provisions of law, conditions specified in these Terms of Use or good practice.
7. Listing shall be presented in the order they are added.
8. The Service Provider may also offer additional functionalities related to the presentation of their Listings on the Website, including options to promote, highlight or additionally advertise the Listing.
9. The functionalities referred to in sub-section 4.9 may be subject to an additional charge.
10. By adding a listing the User declares that they are authorised to perform the Transaction, and the Transaction is not in breach with law, including intellectual property rights or personality rights of third parties.
11. Adding a listing of selling, buying or trading Xbox Live, Microsoft and Playstation Network accounts is STRICTLY prohibited

5. TRANSACTIONS

1. Transactions via the Website may only be concluded by the Users who have the Account on the Website.
2. In order to conclude the Transaction, the User should publish a Listing on the Website.

3. The Service Provider is not a party to the Transaction, unless it is expressly stated in the content of the Listing that the Service Provider is the seller or the buyer, as the case may be.
4. The Service Provider does not represent or act on behalf of any party to the Transaction, it is not their plenipotentiary or any other representative, unless expressly stated otherwise.
5. The Service Provider solely makes available the infrastructure to facilitate exchange of mutual declarations of will and other information among the Users. The Service Provider does not initiate the transfer of such information, does not integrate or modify data included in such a transfer, and also does not select the recipient of the transfer.
6. For the Transaction parties' complying with and fulfilment of the obligations which arise out of it, and for the manner of performance or for nonperformance of obligations by the Transaction parties, the liability shall be borne by those entities.
7. The Transaction shall be concluded as soon as the User who published the listing receives notification that his offer has been accepted. The notification shall be available in the Account or shall be sent to the electronic mail address, at the choice of the User. The other party to the Transaction shall be notified about acceptance of the offer and conclusion of the Transaction in the same way. The time of receipt of the notification shall be the moment of its introduction to the system in a manner which allows the User to read it.
8. In order to complete the Transaction, the User obliged to pay shall make a payment through the Payment Service Provider, in the time specified in the Listing.
9. For the provision of place and infrastructure that enables the Users to make the Transaction, the Service Provider shall be entitled to the commissionbased remuneration as a percentage of the concluded Transaction.
10. The obligation to pay the remuneration to the Service Provider, as referred to in section 5.9 hereinabove, shall be the responsibility of the User - party to the Transaction, who is entitled to the remuneration in the concluded Transaction. This User shall authorize the Service Provider to collect the payment from the Payment Service Provider on its behalf and to deduct from it the amount of the remuneration payable to the Service Provider, as referred to in section 5.9.
11. The User may use the funds obtained as the remuneration in the Transaction, as referred to above, to make payments for the paid Services on the Website, to pay for the Transactions with the Website Users, and also to make payments, in accordance with the principles specified in these Terms of Use, by instructing the Payment Service Provider, in accordance with the principles specified on the Website.
12. The User may not transfer the right to the funds referred to in this section of the Terms of Use to third parties.

13. If, as a result of the Transaction, in accordance with the law of Hong Kong by right of the place of habitual residence of the User, domicile of the User or the performance of the Transaction, any fiscal obligations arise, or the obligations related to other public law liabilities and payments, the Users being parties to the Transaction should remember in particular about the need to settle them correctly and in a timely manner.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

1. Within the period of using the Service, the User shall have the obligations as follows:
 1. to proceed in a manner consistent with the law, good practice and provisions of these Terms of Use, with regard to the respect for personality rights and rights of third parties,
 2. to inform the Service Provider immediately about any changes in data affecting the performance of the Services,
 3. not to use any devices, software and methods likely to disrupt the functioning of the Website,
 4. to comply with the Service Provider's instructions as how to publish content on the Website, including in particular guidelines related to the Listings,
 5. not to provide unlawful content.
2. The Service Provider shall have the right to remove the content published on the Website if its text or purpose is in breach with law, these Terms of Use or rules of morality, if the Service Provider is requested to remove them by persons or third parties whose rights have been infringed.
3. Parties to the Transaction shall be obliged to conclude and execute the Transactions in accordance with the provisions of these Terms of Use, the content of the agreement between them, applicable law, and also good practice, without infringing the rights of the Service Provider and third parties, including in particular intellectual property rights.
4. In the event of the User's breach of the provisions of these Terms of Use, generally applicable provisions of law or good practice, the Service Provider, after an ineffective request to discontinue or cure of the breach within an indicated reasonable period, may terminate the Agreement for the provision of the Services available on the Website upon 14-days' notice.
5. The Service Provider shall have the right to suspend provision of the Services, in particular the Services provided as part of the Account as well as Listings and Transactions assigned to it, in the following cases:
 1. if it is suspected that the User is in breach with these Terms of Use or provisions of generally applicable law of Hong Kong, the country of

domicile or habitual residence of the User, or the place of supply of the Services,

2. if it is suspected that the User is in breach with the rules of good practice,
3. if any information is found that the User is in breach with the obligations related to the Transaction, including in particular as regards the agreed principles of its performance or payments,
4. being in default of payment for the paid Services on the Website,
5. if the User's acts or omissions have a negative impact on the activity of the Service Provider, which includes affecting its good name, or injure the Service Provider in any other way.
6. In the cases referred to in section 6.5. hereinabove, the Service Provider may terminate the Agreement for the provision of Services on the Website, upon an ineffective lapse of the time indicated in the request to discontinue the breach.
7. In the cases of termination of the Agreement, as referred to hereinabove, the Service Provider shall immediately delete the User's Account.
8. In the case of Users who placed an Order for paid Services, the payment made shall be returned in proportion to the unused Service. The User shall be obliged to fulfil their obligations arising out of the Transactions they conclude.
9. The Service Provider's liability for the Services provided on the Website, and also for the Transactions among Users, and in particular for the obligations arising therefrom, including their non-performance or improper performance, shall be excluded within the limits allowed by the generally applicable provisions of law of Hong Kong. If for the specific User the provisions applicable at the place of their domicile, habitual residence or the performance of the Service are more favorable, then in the scope indicated in the preceding sentence such provisions shall be applied.

7. CONSUMER RIGHTS

1. The User who is a Consumer may withdraw from the Agreement for the electronically supplied Service concluded with the Service Provider within 14 days of its conclusion, unless they have agreed for the provision of such a service before the lapse of the said time.
2. The period for withdrawal shall be deemed to have been observed if the notice of withdrawal is sent before its lapse.
3. The notice of withdrawal from the agreement may be sent to the Service Provider by electronic mail at: contact@mmoauctions.com.

8. COMPLAINTS

1. Any complaints relating to the services provided by the Service Provider may be reported in writing by electronic mail at: contact@mmoauctions.com.
2. The complaint notification should include the identification data of the person who submits it and description of the event upon which the complaint is based.
3. The complaint shall be considered within 14 days of its receipt.
4. If any deficiencies are found in the notification, the Service Provider shall request that the complaint be supplemented in the necessary scope, setting the deadline of 7 days of the date of the receipt of the request.

9. PERSONAL DATA

1. The personal data provided by the User shall be collected and processed by the Service Provider in accordance with the Privacy Policy which is attached as appendix 1 to these Terms of Use and constitutes their integral part.

10. FINAL PROVISIONS

1. These Terms of Use are permanently available on the website www.mmoauctions.com, which allows the Users to acquire them, display and fix their content by printing it or saving to a data carrier at any time, with the application of the IT system used by the User.
2. These Terms of Use have been made in polish and in English. In the event of a discrepancy between the language versions or translations, the English version shall prevail.
3. If any provision of these Terms of Use is found to be invalid or ineffective in the light of the provisions of generally applicable law relevant for the specific User, such a provision should be omitted, which shall not affect the validity of the remaining provisions and stipulations of the Terms of Use.
4. Any rights pertaining to the Website www.mmoauctions.com, including proprietary copyrights and intellectual property rights, pertaining to the Internet domain, to the website, and also to forms and logotypes, shall be the property of the Service Provider, excluding the content provided by the Users.
5. The content referred to in section 10.4 hereinabove may be used solely in the manner specified in and compliant with these Terms of Use, with due respect for the rights reserved and held by other Users, licensees, suppliers and publishers of the content, or any other holders of rights, including in particular intellectual property rights.

6. The Service Provider shall notify about any changes to these Terms of Use at the home page of the Website and electronically to the email address, if the User has the Account. The notification shall include a list of changes and the time of their entry into force, whereas the said time shall not be less than 14 days of the date the Users are notified about the relevant change.
7. If the User who has the Account decides not to accept the new text of the Terms of Use, they should notify the Service Provider by email at: contact@mmoauctions.com, partners@mmoauctions.com or admin@mmoauctions.com, within 14 days of notification about the change to the Terms of Use. No acceptance shall result in immediate termination of the Agreement for the provision of the Services on the Website. The Service Provider shall delete the User's Account on the Website.
8. The Service Provider may also present the changes to the Terms of Use for the Users who have the Account to read and accept upon logging in to the User's Account. If the User decides not to accept the change to the Terms of Use, the Agreement for the provision of the Service which involves maintaining an Account on the Website shall terminate upon the lapse of 14 days of the refusal to accept, unless the User decides to accept within that time.
9. In the absence of non-acceptance of the changes to the Terms of Use, in the time and in the manner indicated in sections 10.7 and 10.8 hereinabove, it shall be assumed that the User has accepted all the changes to the Terms of Use.
10. These Terms of Use shall apply to the Users in all Countries where the Service Provider provides its Services.
11. The matters not provided for in these Terms of Use shall be governed by the provisions of applicable law of Hong Kong, with the stipulation that the choice of law shall not restrict the consumer rights envisaged by the law applicable for their domicile, place of residence or place where the Service is actually provided.