

## REFUND POLICY

Welcome to Xsolla!

The terms of this Refund Policy govern the relationship between you (hereinafter "You" or "Client") and one of the companies of the Xsolla group (hereinafter "Xsolla" or "us" or "we") regarding your purchase. Which company of the Xsolla group of companies is a party to this Refund Policy, concluded with a specific Client, depends on the chosen method of payment. The name and legal address of the company from Xsolla which is a party to the Refund Policy will be shown on the checkout page after You choose a payment method. In addition, the name and address of the relevant company will be indicated in the receipt provided to the Client after payment of the purchase.

### **Our Items**

Xsolla provides You with a software which is delivered to you via Internet downloads only. You can purchase the following Xsolla products: a) pre-order, b) subscription, c) access to a game (via key or a registered game account), d) in-game currency, e) in-game item, f) premium account (collectively the "Software").

Xsolla provides You with physical goods such as playing cards or caps, or other goods (collectively "Product") which Xsolla sells as an authorised distributor. Φ

All types of purchases - Software and Products collectively will be titled "Items" or "Order".

### **Delivery**

We will start processing your Order after your purchase has been approved. Orders are typically processed instantly (but may take up to 2-5 days) to complete depending on your payment method. Once your Order has been processed we will send you a confirmation email (if possible) using the email address provided to us in your personal account or submitted to us by the game.

This confirmation email will serve as your electronic purchase receipt and will contain information about your Order.

### **Fraud Prevention**

We are attentive to any facts of fraud. We reserve the right to deny access to our servers if we establish the fact of illegal use of the Software, or any other action aimed at obtaining the Software which the user is not entitled to claim. Please note that Clients whose accounts are banned do not have the right to demand the return of purchased Software or any other refund.

### **Refund request**

We are pleased to offer returns collection service to all Clients where the purchases meet our Refund Policy.

You have 14 days from receipt of your Item to inform us of your intention to return or exchange. For Products You then have a further 14 days to return it back to us.

Returns outside this period may not be accepted.

To request a refund You need to visit <https://help.xsolla.com/> and contact Xsolla customer support. Before sending a refund request, please note that:

There are some exceptions to the refund rules for the Software which are mentioned in the [Refund condition](#) section below.

You should take reasonable care of the Product prior to return. In particular, this means that you should not have used the Product and any tags, labels or protective packaging should not have been removed.

You should return the Product in suitable packaging to ensure it reaches us in good condition. In order to ensure the Product reaches us in good condition in accordance with this Refund Policy we recommend you use the original packaging you received the Product in to return it to us.

## **Refund conditions**

Software not received – refund is allowed. In case of pre-orders, which have not been delivered yet, you may get a refund at any time up to the day of the game release. After the game is released, the general rules of refunds are applicable.

Duplicate purchase (a transaction which has been made within five minutes of the last transaction for the same item):

Subscriptions – refund is allowed.

In-game currency, In-game items – refund is allowed if the purchase has not been redeemed.

Game keys, Pre-orders – refund is allowed.

Forgot to deactivate a subscription – refund is allowed one-time-only within 48 hours after being debited for the subscription.

Purchase of in-game currency by mistake – refund is allowed if the purchase has not been redeemed.

Software wasn't compatible with an existing setup:

Subscriptions – refund is allowed one time only within 48 hours after being debited for the subscription.

Game keys, Pre-orders – refund is allowed.

Software didn't function as expected:

Subscriptions – refund is allowed one time only within 48 hours after being debited for the subscription.

In-game currency, in-game items – refund is allowed.

General statements (statements such as "not what I thought", or "I can't use this"):

Subscriptions – refund is allowed one time only within 48 hours after being debited for the subscription.

In-game items, Game keys, Pre-orders – refund is allowed.

The main thing you should know about your purchase is that by starting using any Software before the 14 days expiration from the purchase date you acknowledge that you will lose your right to change your mind and request a refund. For example, you have purchased the Software, paid for it and received the link for the downloading, or an email with the key for the access to a game, etc. If you start downloading the Software on your computer or you have entered the key to receive the Software before the 14 days expiration from the purchase date that means that you waive your right to cancel the purchase.

### **Effects of cancellation**

Refunds can be sent back only to the original payment method used for a payment and you will not incur any fees as a result of such reimbursement. It's not possible to send a refund to a different account (e.g., another card or bank account) unless there is a special case (e.g., expired or canceled cards or a problem with the account). In case you require to make a refund to a different destination (e.g. a non-refundable method was originally used) fees from this charge are not returned. Refunds do not include postage / shipping costs.

Refunds may take up to 10 working days to appear in your account depending on certain payment methods.

### **Limitation of liability**

Xsolla does not exclude or limit in any way our liability to you where it would be unlawful to do so. To the extent permitted by law, our total liability to you in respect of all other foreseeable losses arising under or in connection with the [EULA](#) and this Refund Policy, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total price of a) the Items, or b) USD 150, whichever is less.

You agree not to use the Items for any commercial, business or resale purposes, and Xsolla has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Xsolla only supplies the Items for domestic and private use. If you use the Items for any commercial, business or resale purpose Xsolla will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **Disputes**

This Refund Policy as well as [EULA](#) are governed by the laws applicable in the State of California and shall be construed accordingly, without prejudice to any other imperative provision of law more favorable to the customer applicable in the country of habitual residence of the customer.

Mindful of the high cost of legal dispute, not only in dollars but also in time and energy, both you and Xsolla agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out of or related to any

Item purchase, or the breach, enforcement, interpretation, or validity of this Refund Policy and (or) [EULA](#) or any part of it ("dispute"), the party asserting the dispute shall first try in good faith to settle such dispute by providing written notice to the other party by registered mail describing the facts and circumstances (including any relevant documentation) of the dispute, and allowing the receiving party 30 days from the date of mailing to respond to the dispute. Notice shall be sent to: Xsolla, 15260 Ventura Blvd, Suite 2230, Sherman Oaks, CA 91403, USA.

Unless you indicate otherwise in your notice, Xsolla shall respond to your notice using your last-used billing address or the billing and/or shipping address that we have.

In the event that Xsolla is unable to resolve the dispute, you and Xsolla both agree that the parties shall resolve their dispute binding arbitration in Los Angeles, California, before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, and the arbitrator shall apply the laws applicable in the State of California. The arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis. You hereby waive your right to a class action lawsuit.

Please note that Xsolla is not the developer of the Software and cannot affect the Software quality or guarantee that it will meet any of your expectations. The Software is provided "as is" and on an "as available" basis without warranty or condition of any kind.

When making your decision to purchase a pre-order of the video game, please be aware that the Software developer, and not Xsolla, is solely responsible to complete the development of the Software and to provide you with an operable version of the Software.

Any announcements, statements, and promises made by the Software developer in regard to the Software, including but not limited to the contents, release date, accessibility of the Software, are the developer's sole responsibility to carry out. You should be aware of the possible risk that the Software developer may eventually fail to deliver the Software in good quality or in time or may otherwise be unable to satisfy your expectations. All claims and refund requests in such cases are to be filed to the Software developer directly.

### **Privacy Statement**

We are committed to protecting the privacy of our Clients. For information on how information is collected, used, or disclosed by us in connection with your purchase, please consult our [Privacy Policy](#).

### **Contact details**

If you have any further questions or concerns related to our Refund Policy, please feel free to contact our Customer Support at <https://help.xsolla.com/> for more information.

Effective Date: March 20, 2019

Last Updated: December 01, 2019