REFUND, DISPUTE AND BUYER PROTECTION POLICY

PREAMBLE, INCORPORATION & INTERPRETATION

THIS REFUND, DISPUTE & BUYER PROTECTION POLICY (the "Policy"), being of binding effect, interpretive authority, and contractual force, is hereby adopted, executed, published, and promulgated by SellMMO Group FZ LLE, Fujairah Creative City Free Zone, License No. 14608/2019, P.O. Box 4422, United Arab Emirates, a juridical person duly incorporated, validly existing, and in good standing within the Fujairah Creative City Free Zone, Emirate of Fujairah, United Arab Emirates, acting strictly in its capacity as an Aggregator and Escrow Facilitator rather than as a merchant or seller of record of in-game valuables, together with its Affiliates, Subsidiaries, and any duly authorised successors or assigns (collectively, the "Company"); and shall be read, construed, and given effect, inter alia and mutatis mutandis, as an integral instrument within the Company's buyer-facing compliance framework, without prejudice to any rights that are non-derogable under Applicable Law.

WHEREAS, in the aforementioned limited capacity, the Company operates and maintains online storefronts, technical channels, escrow modules, and ancillary systems to facilitate peer-to-peer delivery workflows between independent Sellers and Buyers; and whereas the Company remains subject to obligations concerning anti-money laundering, counter-terrorist financing, sanctions compliance, fraud prevention, data protection, and consumer-mandated remedies; NOW, THEREFORE, the Company adopts this Policy to delineate the conditions, limitations, and procedures under which refunds may be granted, disputes may be raised, reviewed, and resolved, and Buyer-facing protections shall apply, in accordance with the terms, exclusions, and carve-outs set forth herein.

1. Incorporation by Reference and Suite Hierarchy

This Policy forms part of the Company's Buyer-Facing Compliance Layer and shall be read harmoniously with the following public documents: Terms of Service; Delivery & Fulfilment Policy; Return & Warranty Policy; Prohibited Items & Restricted Activities Policy; AML & CFT Policy (Statement Version); Sanctions & Fraud Compliance Statement; Privacy & Cookie Policy (including Exhibit 1 – Cookie Notice); User Instructions (Approved Versions); and Public FAQs (General & Game-Specific).

In the event of ambiguity or conflict among public documents, the following order of precedence shall apply: Terms of Service → this Policy → Delivery & Fulfilment Policy → Return & Warranty Policy → Prohibited Items & Restricted Activities Policy → AML & CFT Policy (Statement Version) → Sanctions & Fraud Compliance Statement → Privacy & Cookie Policy (including Exhibit 1 – Cookie Notice) → User Instructions (Approved Versions) → Public FAQs (General & Game-Specific); provided, however, that consumer-mandatory rights under Applicable Law shall prevail where non-waivable.

2. Capacity, Non-Seller Disclaimer and No Waiver

The Company acts solely as an Aggregator and Escrow Facilitator for independent Sellers and Buyers. Nothing herein shall be construed as granting any warranty, representation, or guaranty by

the Company regarding the conduct, solvency, capability, or performance of any third party; provided however, that the Company operates escrow-release triggers, baseline dispute-triage procedures, and evidentiary reconciliation mechanics as set forth herein, without thereby assuming merchant-of-record status or waiving any defence or privilege available under Applicable Law.

3. Territorial Scope; Governing Law; Forum

This Policy is issued under the laws of the United Arab Emirates and the regulations of the Fujairah Creative City Free Zone and shall be applied with due regard to private-international-law rules of the chosen forum. Consumer-mandatory provisions of the Buyer's habitual residence shall prevail where non-waivable. Without limitation, the courts and tribunals of the Emirate of Fujairah, sitting within the Fujairah Creative City Free Zone, shall have jurisdiction as specified in the governing-law and forum section of this Policy, mutatis mutandis. Nothing herein precludes the Company from seeking urgent injunctive or conservatory measures, including those necessary to preserve escrowed funds or evidence.

4. Communication Channels and Submission of Requests

4.1. All refund, dispute and buyer-protection requests, together with any supporting artefacts (screenshots, delivery logs, in-game receipts, PSP confirmations), shall be submitted exclusively via the official communication channels and webforms published in the footer area of the Company's buyer-facing websites and storefronts (including influencer-branded storefronts hosted by the Company). Such channels, as updated from time to time, are incorporated into this Policy by reference and shall be deemed sufficient notice to Users.

4.2. Data-protection and privacy-related queries (including data-subject access requests, rectification, erasure, or objection) shall be directed to the contact details set out in the Company's Privacy & Cookie Policy (including Exhibit 1 – Cookie Notice), which forms part of the same public documentation suite and shall be read in pari materia with this Policy.

4.3. The Company may, at its discretion, require that communications related to chargebacks, PSP disputes, or regulatory inquiries be escalated to additional compliance/legal contacts designated on the Platform; such designation shall not be construed as an amendment of this Policy.

5. Regulatory Supervenience; Tolling

All time periods referenced herein—including the Acceptance Window and response timelines— are expressly subject to, and may be tolled, suspended, or extended by, any good-faith Risk Hold or Compliance Freeze imposed in connection with sanctions alerts, AML/CFT indicators, fraud typologies, or lawful regulatory or judicial requests. The Company may, without prior notice, defer, limit, or decline escrow releases or refunds pending completion of such controls, notwithstanding any Buyer-visible auto-confirmation logic or countdowns.

6. Schedules, Annexes and Operational Instruments

6.1 Public user instructions (separately published; non-overriding).

User-facing, step-by-step instructions on (i) filing and tracking a Dispute and (ii) requesting a refund may be published separately on the Platform (e.g. "How to file a dispute", "Refund process

overview"). These materials are provided for convenience only and are to be read together with this Policy, but they do not amend or override its binding provisions.

6.2 Internal instruments (non-public).

Internal playbooks, PSP chargeback kits, detailed SLAs, technical logging, hashing and retention procedures, and other operational artefacts are maintained within the Company's internal compliance and information-security framework and are not part of this public Policy.

6.3 Precedence.

If there is any divergence between this Policy and user-facing explanatory materials published on the Platform (including public FAQs or process descriptions), the terms of this Policy shall prevail, subject always to non-derogable consumer-mandatory rights under Applicable Law.

7. Definitions and Construction

Capitalised terms shall bear the meanings ascribed in Definitions below and/or in the public documents referenced in Section 1; words importing the singular include the plural and vice versa; headings are for convenience only and shall not affect interpretation; references to "including" and inter alia mean "including, without limitation"; references to "law" include statutes, regulations, supervisory guidance, and binding decisions as amended from time to time; references to time are to UAE Standard Time unless expressly stated otherwise.

8. Effective Date; Amendments; Continuity

This Policy takes effect as of [Effective Date] and applies to Orders placed on or after that date, without prejudice to rights and obligations accrued prior thereto. The Company may amend, restate, or replace this Policy upon notice in accordance with the Terms of Service, with such amendments operating prospectively unless otherwise required by law; provided however, that ongoing disputes or investigations shall continue under the version in force at initiation, save where a later version affords more protective consumer-mandatory rights.

9. No Admissions; Reservation of Rights

Nothing herein shall be construed as an admission of liability, practice, or policy beyond this instrument. The Company expressly reserves all rights, defences, and privileges available at law or in equity, notwithstanding any operational accommodations extended to Buyers or Sellers in the ordinary course.

SECTION 1 — DEFINITIONS

1.1 Capitalised Terms. Unless expressly provided otherwise herein, all capitalised terms used in this Policy have the meanings set out in this Section and shall be read mutatis mutandis together with the following public documents: Terms of Service; Delivery & Fulfilment Policy; Return & Warranty Policy; Prohibited Items & Restricted Activities Policy; AML & CFT Policy (Statement Version); Sanctions & Fraud Compliance Statement; Privacy & Cookie Policy (including Exhibit 1 – Cookie Notice); User Instructions (Approved Versions); and Public FAQs (General & Game-Specific).

1.2 "Acceptance" / "Acceptance Window." The continuous seventy-two (72) hour period beginning upon the Seller's designation of an Order as "Delivered" accompanied by compliant Proof-of-Fulfilment, or upon the Buyer's actual receipt of In-Game Valuables as evidenced by artefacts, whichever occurs earlier; during which the Buyer may expressly accept, reject, or dispute fulfilment. Failure by the Buyer to act within such period triggers Auto-Confirmation, provided however that any Risk Hold or Compliance Freeze shall toll or suspend the running of the Acceptance Window.

1.3 "Auto-Confirmation." The deemed and irrevocable confirmation of fulfilment by platform logic upon expiry of the Acceptance Window absent Buyer action, operating as an Escrow Release Trigger, subject always to overrides imposed by any active Risk Hold or Compliance Freeze.

1.4 "Buyer." The natural person or juridical entity who, by creating an Account and placing an Order through the Platform, seeks to acquire In-Game Valuables from a Seller, subject to this Policy and the Terms of Service.

1.5 "Seller." The independent natural person or juridical entity who, acting in its own name and capacity, lists or offers In-Game Valuables for sale via the Platform and who bears evidentiary and procedural obligations under the Delivery & Fulfilment Policy, the Return & Warranty Policy, and this Policy.

1.6 "Order." The transaction record generated within the Platform or affiliated Storefronts, uniquely identified by an Order ID, setting out the Buyer, the Seller, the quantity and type of In-Game Valuables, the price, and the selected delivery method.

1.7 "Dispute." Any Buyer-initiated challenge to fulfilment lodged exclusively during the Acceptance Window, substantiated by artefacts meeting the evidentiary standards in this Policy and the User Instructions (Approved Versions), and administered pursuant to the procedures set out in this Policy; for the avoidance of doubt, disputes concerning Prohibited Items or Restricted Activities are inadmissible.

1.8 "Refund." The partial or full return of escrowed funds to the Buyer arising from (i) verified Non-Delivery; (ii) Partial Fulfilment entitling the Buyer to a Pro-Tanto Refund; or (iii) Buyer-protection remedies adjudicated under this Policy; in each case subject to the exclusions and limitations set out in this Policy and the Prohibited Items & Restricted Activities Policy, and without prejudice to the Company's right to deduct fees, charges, or compliance retentions permitted by Applicable Law.

1.9 "Partial Fulfilment" / "Pro-Tanto Refund." Fulfilment of only a portion of an Order (e.g., due to quota limitations, Publisher interventions, Buyer error, or technical failure). In such case the Buyer is entitled solely to a proportional refund of the unfulfilled remainder, without derogating from the validity of the fulfilled portion.

1.10 "Non-Delivery." The complete failure by a Seller to deliver the contracted In-Game Valuables within the prescribed timeframe or method, not excused by the Buyer's own default, Publisher restrictions, or force majeure.

1.11 "Proof-of-Fulfilment" ("PoF"). The evidentiary record substantiating delivery, including without limitation before/after screenshots, chat logs, order identifiers, server or session records, or short-

form video, as further described in the Delivery & Fulfilment Policy and the User Instructions (Approved Versions); provided however that sufficiency of PoF shall be determined by the Company in its reasonable discretion, subject to principles of proportionality and fairness.

1.12 "Evidentiary Record." The composite of all PoF, artefacts, metadata, timestamps, and system logs retained in accordance with the Company's internal information-security framework and the Privacy & Cookie Policy, for periods required by Applicable Law and commensurate with the Company's legitimate interests in fraud prevention, dispute resolution, and regulatory compliance.

1.13 "Risk Hold." A temporary suspension of escrow release imposed under this Policy due to anomalies, alerts, or suspicions of fraud or abuse, which tolls time-based rights and obligations until resolution, consistent with the Sanctions & Fraud Compliance Statement.

1.14 "Compliance Freeze." A suspension or blocking of assets imposed under the AML & CFT Policy (Statement Version) and the Sanctions & Fraud Compliance Statement, whether due to regulatory request, sanctions screening, suspicious activity, or analogous cause, which overrides Buyer or Seller actions, notwithstanding Acceptance or Auto-Confirmation.

1.15 "Escrow." The conditional holding of funds by the Company (via its designated payment service providers) on behalf of Buyer and Seller, pending fulfilment, acceptance, or dispute resolution, subject to Escrow Release Triggers defined herein.

1.16 "Escrow Release Triggers." The exclusive events authorising release of escrowed funds to the Seller, namely: (i) explicit Buyer Acceptance; (ii) Auto-Confirmation; or (iii) internal verification by the Company that PoF reconciles to the Order ID; provided however that no release shall occur while a Dispute, Risk Hold, or Compliance Freeze remains active.

1.17 "Chargeback." Any reversal, chargeback, clawback, or repudiation initiated through a payment service provider, card scheme, or payment network, governed by the applicable network and PSP rules and handled under the Company's internal procedures; for the avoidance of doubt, a chargeback does not negate the evidentiary reconciliation or liability allocations established by this Policy.

1.18 "Consumer-Mandatory Carve-Outs." Those rights, remedies, and protections afforded by non-waivable consumer law in the Buyer's jurisdiction of habitual residence, which prevail notwithstanding any contrary provision herein.

1.19 "Prohibited Items" / "Restricted Activities." As defined in the Prohibited Items & Restricted Activities Policy, and expressly excluded from refund or protection coverage under this Policy.

1.20 "Applicable Law." All statutes, regulations, directives, sanctions regimes, consumer-protection laws, AML/CFT frameworks, data-protection rules, and supervisory guidance applicable ratione loci, personae, or materiae to the Buyer, the Seller, the Company, or the transaction, as amended or replaced from time to time.

1.21 "Platform." The technical infrastructure, storefronts, application interfaces, databases, and operational systems maintained by the Company for the facilitation of Orders, including dispute-resolution modules, escrow logic, and related services.

1.22 "Storefront." The digital interface (website, portal, marketplace, or embedded module) through which a Buyer and Seller transact under the Terms of Service, the Delivery & Fulfilment Policy, the Return & Warranty Policy, and this Policy.

1.23 "Publisher." The corporate rights-holder, operator, or licensor of a video-game title in which In-Game Valuables exist, whose enforcement actions (including bans, wipes, or rollbacks) may affect fulfilment but remain outside the scope of Company liability except as otherwise provided in this Policy.

SECTION 2 — BUYER REMEDIES LADDER (REFUND / DISPUTE ARCHITECTURE)

2.1 Pre-Fulfilment (Unconditional Rescission).

Prior to Start-of-Fulfilment (as defined in Definitions and further described in the Delivery & Fulfilment Policy), the Buyer may, ipso facto and without further formality, rescind the Order and obtain a full refund of the escrowed amount, less any non-refundable third-party payment processing fees charged by the relevant payment service provider or network (if applicable). Such rescission operates without penalty to the Seller or Influencer and does not constitute a breach; provided however that once Start-of-Fulfilment is evidenced, unconditional rescission lapses and all subsequent Buyer remedies are governed exclusively by this Policy.

2.2 Within the Seventy-Two (72) Hour Acceptance Window.

During the Acceptance Window (as defined in the Terms of Service and further described in the Delivery & Fulfilment Policy, the Return & Warranty Policy, and the User Instructions (Approved Versions)), the Buyer may raise a Dispute; remedies shall follow the taxonomy below:

2.2.1 Partial Fulfilment.

Where only a portion of the Order has been delivered—substantiated by Proof-of-Fulfilment and reflected in Platform records—the Buyer shall be entitled to a pro-tanto refund strictly for the undelivered remainder, calculated pro rata on the contractual value; the delivered portion remains valid, earned and irrevocable. The Seller shall indicate the cause of non-completion (e.g. publisher restriction, technical disruption, quota exhaustion, or Buyer-induced impediment) and provide accompanying PoF.

2.2.2 Non-Delivery (Seller-Caused).

If Non-Delivery is verified and attributable to the Seller (and not excused by Buyer conduct or publisher restrictions), the Buyer shall be entitled to a full refund of the escrowed amount. Refunds shall be processed via the original payment channel, subject to payment-service-provider constraints and any applicable compliance checks.

2.2.3 Buyer-Caused Non-Delivery.

If Non-Delivery is attributable to the Buyer's own fault, omission, or intervention (including, without limitation, failure to attend a face-to-face rendezvous, interference by premature logins or password resets, insufficient in-game currency or inventory slots, or revocation of temporary account access for comfort-trade delivery), the Buyer shall not be entitled to a refund. The Seller may, in good faith, be afforded a single opportunity to re-perform or to complete partial delivery

where feasible. The Company may authorise deduction of demonstrable costs from escrow (including transaction fees, reasonable time/labour, or unrecoverable in-game valuables) and release any balance accordingly.

2.2.4 Compliance Tolling.

Notwithstanding clauses 2.2.1–2.2.3, where a Risk Hold or Compliance Freeze is imposed during the Acceptance Window, the running of the Buyer's remedies under this Section 2.2 shall be tolled for the duration of such hold/freeze. Upon clearance, the Buyer may exercise the same remedies as if the Acceptance Window had been extended by the tolled period, consistently with the Company's Anti-Money Laundering and Counter-Terrorist Financing Statement (PP-1.2.2) and the Sanctions & Fraud Compliance Statement (PP-1.2.3).

2.3 Post-Window (Auto-Confirmation and Late Claims).

Upon expiry of the Acceptance Window, Auto-Confirmation operates and escrow is released to the Seller; save that the Company may, in its reasonable discretion, admit a late Dispute or refund claim only where:

2.3.1 a Risk Hold or Compliance Freeze remains active at the time of Auto-Confirmation, thereby suspending the effect of deemed acceptance; or

2.3.2 the Buyer presents credible and convincing artefacts of fraud, misrepresentation, or systemic Seller misconduct sufficient to rebut the presumption of fulfilment to the Company's reasonable satisfaction, in which case the Company may, in its sole discretion and without obligation, reopen the matter and apply the remedies in Section 2.2, mutatis mutandis.

For the avoidance of doubt, routine Buyer dissatisfaction, post facto regret, or publisher enforcement actions (including bans, wipes, or confiscations) do not constitute grounds for post-window remedies, except where otherwise provided in this Policy under Coverage & Exclusions.

SECTION 3 — EXCLUSIONS, ALLOCATIONS OF RISK & SPECIAL SCENARIOS

3.1 Publisher Enforcement (Outside Standard Coverage).
Publisher-side interventions — including, without limitation, bans, wipes, suspensions, rollbacks, transfer locks, or analogous measures imposed by a game publisher — fall outside the standard coverage of this Policy. The Company does not warrant against, or indemnify the Buyer for, such outcomes, which remain within third-party publisher control, subject only to any non-waivable consumer-mandatory rights.

3.1.1 Narrow EA FC Forensic Review Window.

By way of limited exception for EA FC comfort-trade transactions, a twenty-four (24) hour forensic review window applies: if compliant Proof-of-Fulfilment evidences delivery yet a subsequent publisher enforcement renders the valuables inaccessible, the Buyer may request review within that window. The scope of review is strictly confined to confirming whether delivery occurred as recorded.

3.1.2 Buyer Cooperation (Public-Safe).

Any forensic review proceeds only where the Buyer cooperates in good faith by providing timely responses and investigation-only artefacts (for example, relevant session screenshots, in-game logs, order references, and other verifiable data). Where, and only if, strictly necessary and lawful, the Company may request temporary, revocable, investigation-only access limited to confirming delivery; any such access is handled in accordance with the Company's internal information-security framework and the Privacy & Cookie Policy. Failure to cooperate may bar relief; adjudication may then rely on Seller Proof-of-Fulfilment and Platform logs.

3.1.3 Outside Scope.

Publisher enforcement arising outside the forensic window, or attributable to a Buyer breach of publisher rules or other Buyer-side contraventions, is excluded from coverage, without prejudice to any non-waivable consumer rights.

3.2 Buyer-Caused Disruption (Self-Intervention).

Disruption caused by the Buyer's own premature or unilateral actions — including, without limitation, unsanctioned logins during comfort-trade or credential-based delivery, mid-transaction password or two-factor resets, alteration of backup codes, revocation of temporary access, or failure to appear for face-to-face delivery — voids coverage under this Policy.

3.2.1 Pro tanto release.

Where disruption occurs, Proof-of-Fulfilment up to the moment of disruption is sufficient to justify pro tanto escrow release to the Seller (i.e., proportional to the verifiably fulfilled portion).

3.2.2 Allocation of loss.

Losses or interruptions directly traceable to such interventions are for the Buyer's account and do not entitle the Buyer to a refund, save to the limited extent mandated by non-waivable consumer law.

3.3 Buyer Cooperation (Minimum Duties).

The Buyer shall cooperate in good faith with delivery and verification workflows as outlined in this Policy and the Company's public policies, including attending scheduled face-to-face rendezvous (where applicable), responding via Platform channels, and confirming receipt where delivery has occurred.

3.3.1 Substitution of method.

If the Buyer fails to attend or respond, the Seller may, subject to Company verification and where technically feasible, convert a face-to-face method into mailbox or an equivalent method.

3.3.2 Non-appearance / non-response.

Where substitution is not feasible, persistent non-appearance or non-response by the Buyer may justify cancellation of the Order or a partial refund only, with escrow release calculated according to demonstrable Seller performance and verifiable Proof-of-Fulfilment, without prejudice to consumer-mandatory rights.

3.4 Payment Disputes & Chargebacks (Suspension of Processes).

Any chargeback, reversal, or payment dispute initiated with a payment provider, bank, or card network is handled under that provider's rules and outside this Policy. During such disputes, all

associated refund and warranty processes are suspended; upon resolution, escrow release or refund follows the outcome and Applicable Law. The Company may furnish Proof-of-Fulfilment and other evidentiary records to financial institutions to contest unfounded chargebacks, and the Buyer must cooperate by supplying requested evidence.

3.5 Time Not of the Essence; Third-Party Variability.

Lead times are indicative only. Reasonable delays arising from server performance, maintenance cycles, anti-bot enforcement, publisher verifications, force-majeure events, or compliance checks do not constitute breach or Non-Delivery. This does not affect non-waivable statutory remedies for defective supply of digital content.

3.6 Aggregator Role; Non-Endorsement; Allocation of Publisher Risk.

The Company acts solely as a neutral Aggregator and escrow facilitator and is not affiliated with, endorsed by, or authorised by any publisher; no agency, distributorship, licence, or partnership is created or implied. Buyers are expressly informed that many publishers prohibit third-party transfers; the Buyer proceeds entirely at their discretion and risk. All consequences of publisher enforcement (account bans or suspensions, wipes or rollbacks, withdrawal of access, or any financial or reputational loss to a game account, however valuable) rest exclusively with the Buyer, subject only to the limited EA FC twenty-four-hour carve-out and non-waivable statutory rights.

3.7 Credential-Based Fulfilment (Comfort-Trade) — Risk Allocation & Safeguards.

Credential-based workflows are higher-risk modalities due to publisher monitoring and enforcement; they are undertaken solely at the Buyer's initiative and with express informed consent, through authorised Storefront workflows (no off-platform exchanges). The Buyer must refrain from logging in, changing credentials, or running conflicting activity during execution; violations constitute Buyer Interference and may suspend or terminate fulfilment and extinguish Buyer protections.

3.7.1 Single-order scope; deletion.

Any credential access, where strictly necessary, is limited to a single-order scope, must be logged to the Order ID, and is purged post-fulfilment or post-forensic review in accordance with the Company's internal information-security framework and the Privacy & Cookie Policy.

3.8 Prohibited Conduct & Assumption of Risk.

The Buyer must not: (i) log into the publisher account or alter credentials until completion; (ii) use VPN or IP-switching tools that alter geo-consistency; (iii) open duplicate publisher tickets regarding credited amounts; or (iv) file external chargebacks before internal resolution. Breach is deemed voluntary assumption of risk and may extinguish Buyer Protection eligibility and any entitlement to re-delivery or refund.

3.9 Evidence Standard; Finality.

Auto-Confirmation after the seventy-two (72) hour Acceptance Window constitutes conclusive acknowledgement of fulfilment and triggers escrow release. Late disputes are inadmissible except where a Risk Hold or Compliance Freeze is active at expiry, or where credible artefacts of fraud or misappropriation are produced to the Company's reasonable satisfaction, in which case the

Company may, in its sole discretion and without obligation, reopen the matter and apply remedies mutatis mutandis.

3.10 Compliance Holds; Tolling (No Tipping-Off).

If a Compliance Freeze or Risk Hold is applied, all timers (including the Acceptance Window and Auto-Confirmation) pause for the duration of the freeze. Neutral notifications may be shown where disclosure is permitted; silent freezes may be required by law and cannot be disclosed. Timers resume with the remaining duration upon unfreeze.

3.11 Illegal or High-Risk Items (No Coverage).

Transactions involving Prohibited Items or Restricted Activities are outside the scope of Buyer Protection and are ineligible for refunds or re-delivery. Classification and handling of such categories are governed by the Company's compliance framework and related public policies.

3.12 Limitation of Liability (Digital Content Context).

To the maximum extent permitted by Applicable Law, the Company disclaims liability for indirect, incidental, punitive, special, or consequential losses (including, without limitation, loss of gameplay progress, reputational loss of an account, or in-game opportunity cost). Nothing herein excludes or limits liability where such exclusion or limitation is prohibited by law, and nothing derogates from non-waivable consumer-mandatory rights.

3.13 Consumer-Mandatory Carve-Out.

Nothing in this Section limits non-excludable consumer rights under Applicable Law; those rights prevail where mandatory.

Cross-Reference. This Section shall be interpreted mutatis mutandis with the Company's public policies, including the Delivery & Fulfilment Policy, Return & Warranty Policy, Prohibited Items & Restricted Activities Policy, Sanctions & Fraud Compliance Statement, AML & CFT Policy (Statement Version), and the Privacy & Cookie Policy.

SECTION 4 — DISPUTE PROCEDURE (PROCESSUAL CLAUSES)

4.1 Initiation.

4.1.1 Filing Window and Channel. The Buyer may initiate a Dispute only within the Acceptance Window by submitting a claim through the Platform's integrated messenger or the designated support email, citing the relevant Order ID, setting out concise particulars of the alleged non-performance, and attaching artefacts that meet the evidentiary standards set out in this Policy and the Company's public User Instructions (Approved Versions).

4.1.2 Evidentiary Submission. If the Buyer does not supply contemporaneous artefacts with the claim, the Company may adjudicate the matter exclusively on the basis of Seller-submitted Proof-of-Fulfilment (PoF), Platform logs, and other system records, without prejudice to consumer-mandatory rights.

4.1.3 Late Claims. Disputes initiated outside the Acceptance Window are inadmissible, except where (i) a Risk Hold or Compliance Freeze remained active at expiry, or (ii) the Buyer provides

credible artefacts of fraud or misappropriation sufficient, in the Company's reasonable discretion, to reopen the matter.

4.2 Review & Escalation.

4.2.1 Reconciliation. Upon receipt, the Company will reconcile PoF, Order metadata, chat transcripts, timestamps, and Platform-generated logs according to principles of proportionality, fairness, and procedural economy.

4.2.2 External Processes. Where escalation to a payment service provider, card scheme, or competent authority is required, the Company will follow those processes. In such cases, timelines may reasonably exceed the Acceptance Window, and escrow may remain frozen pending final determination.

4.2.3 Pattern Analysis. The Company may consolidate evidence across multiple Orders or claims where the same Seller, Buyer, or modus operandi appears implicated; such consolidation is for antifraud and consistency purposes and does not prejudice individual merits.

4.3 Forensic Access (EA FC Comfort-Trade).

4.3.1 Limited Access, Limited Scope. In the EA FC comfort-trade context (or materially comparable credential-based methods), the Company may, where strictly necessary and lawful, request temporary, revocable, investigation-only credentials limited to the single Order under review and solely for verifying delivery status.

4.3.2 Safeguards. Any access is handled with confidentiality, activity logging tied to the Order ID, and prompt deletion after verification or closure, in line with the Company's internal information-security framework and this Policy.

4.3.3 Non-Cooperation. Unjustified refusal to provide investigation-only access or to supply minimally required artefacts may entitle the Company to adjudicate on the record (Seller PoF, Platform logs, and available materials) without further liability.

4.4 Triage Outcomes & Remedies.

4.4.1 Confirmed Fulfilment. If PoF and Platform logs confirm delivery consistent with the Order, the Dispute is denied and escrow is released (or remains released) to the Seller.

4.4.2 Partial Fulfilment. Where delivery is verified as partial, the Buyer is entitled to a pro-tanto refund for the undelivered remainder; the fulfilled portion stands.

4.4.3 Non-Delivery (Seller-Caused). Verified Non-Delivery attributable to the Seller entitles the Buyer to a full refund via the original payment channel, subject to provider constraints and lawful compliance checks.

4.4.4 Buyer-Caused Disruption. Where disruption is attributable to the Buyer (including premature logins, password/2FA resets, revocation of temporary access, failure to attend face-to-face delivery, or analogous conduct), the Company may authorise pro-tanto escrow release to the Seller and deny refund for the affected portion.

4.4.5 Compliance Tolling. If a Risk Hold or Compliance Freeze is imposed, all dispute timelines and escrow movement are tolled until clearance; remedies are applied as if the Acceptance Window had been extended by the tolled period.

4.5 Communications & Conduct.

4.5.1 Single Thread; Responsiveness. Each Dispute must be pursued through a single communication thread. The Buyer must respond to reasonable requests within the timeframes indicated by the Company; non-responsiveness may result in adjudication on the record.

4.5.2 No Off-Platform Arrangements. Off-platform coordination, side agreements, or external chats do not bind the Company and are inadmissible unless supported by on-platform artefacts or verifiable system records.

4.5.3 Good-Faith Standard. Abusive conduct, duplicate ticketing, or evidence tampering may lead to denial of the Dispute and additional antifraud measures.

4.6 Data Handling & Privacy.

4.6.1 Evidentiary Records. The Company may retain evidentiary records (including PoF, logs, and metadata) for periods required by Applicable Law and proportionate to antifraud, dispute-resolution, and regulatory purposes.

4.6.2 Minimal Disclosure. The Company may disclose limited, necessary information to payment providers, card schemes, publishers, or authorities to process the Dispute or comply with legal obligations, in line with the Company's public privacy disclosures.

4.7 Finality & Recordkeeping.

4.7.1 Decision Finality. A dispute decision communicated by the Company is final within the scope of this Policy, without prejudice to consumer-mandatory rights or any external process with a payment provider or authority.

4.7.2 Auto-Confirmation. Where the Acceptance Window has expired without a timely Dispute and no tolling event applied, Auto-Confirmation remains conclusive and escrow release stands.

4.7.3 Repeat Patterns. The Company may maintain internal flags on repeat patterns of abuse or verified misconduct and apply enhanced review to subsequent Orders involving the same parties.

SECTION 5 — ESCROW MECHANICS (RELEASE, TOLLING, RESERVATION)

5.1 Triggers & Conditions Precedent.

5.1.1 Release Events. Escrowed funds shall be released only upon one of the following events: (i) the Buyer's express Acceptance; (ii) deemed Acceptance via Auto-Confirmation pursuant to Section 2.3; or (iii) internal verification by the Company that Proof-of-Fulfilment satisfies the evidentiary standards set out in this Policy and the Company's public buyer-facing instruments.

5.1.2 Blocking Conditions. No release shall occur while any Dispute, Risk Hold, or Compliance Freeze is active, or where the underlying workflow is categorically excluded under this Policy's Coverage & Exclusions.

5.1.3 Illicit/High-Risk Categories. Orders involving Prohibited Items or Restricted Activities are ineligible for escrow release. Funds will be handled in accordance with Applicable Law and the Company's compliance obligations, without prejudice to mandatory consumer rights.

5.1.4 Channel Consistency; PSP Constraints. Any refund or release is executed, where practicable, via the original payment channel, subject to payment-provider constraints, network rules, and lawful compliance checks. Processing times displayed to the Buyer are indicative only.

5.2 Tolling.

5.2.1 Compliance Overrides. All Acceptance timelines—whether Buyer-driven or Auto-Confirmation logic—shall be tolled, suspended, or extended for the duration of any Risk Hold or Compliance Freeze imposed in good faith under the Company's AML/CFT and sanctions compliance framework.

5.2.2 Indicative Timers. Countdown timers or auto-release workflows visible on Storefronts are indicative and subject to the overrides described in this Section.

5.2.3 Resumption. Upon clearance of the relevant hold or freeze, timelines recommence with the remaining duration, mutatis mutandis.

5.2.4 No Tipping-Off. Where required by law or regulator instruction, the Company may withhold disclosure of the reason for tolling; neutral notifications may be used where permissible.

5.3 Reservation of Rights.

5.3.1 Post-Acceptance Safeguards. The Company reserves the right, acting reasonably and proportionately, to delay, suspend, or reverse any escrow release where post-Acceptance anomalies are detected, including, without limitation: duplicate transactions; unusual order clustering; IP/device-fingerprint collisions; geolocation mismatches; or flagged behavioural patterns.

5.3.2 Enhanced Due Diligence. For high-value Orders, anomalous clusters, or circumstances warranting enhanced due diligence, the Company may impose extended Risk Holds and request augmented Proof-of-Fulfilment (for example, short-form video of the delivery sequence, corroborating artefacts, or cross-confirmations) commensurate with observed risk.

5.3.3 Aggregator Capacity Preserved. The measures in this Section are protective controls consistent with the Company's role as Aggregator and Escrow Facilitator and do not constitute an admission of liability, a waiver of defences, or a change in capacity.

5.3.4 Interaction with Payment Disputes. If a chargeback, reversal, or external payment dispute is initiated, escrow movement related to the affected Order may be suspended pending outcome. The Company may provide evidentiary records to the relevant financial institution, and the Buyer shall cooperate by supplying requested information.

SECTION 6 — EVIDENCE, RETENTION & AUDITABILITY

6.1 Minimum Proof-of-Fulfilment (PoF) Artefacts.

6.1.1 Standards by Method. The minimum evidentiary artefacts required to recognise delivery for each supported delivery method are specified in this Policy and further summarised for users in the Company's approved user instructions. These standards shall be read mutatis mutandis with the definitions and evidentiary principles herein.

6.1.2 Tranche Deliveries. Where fulfilment occurs in tranches, each tranche must be separately evidenced, time-stamped, and reconciled to the originating Order ID to permit proportional escrow release and any pro-tanto refund under Section 2.2.1.

6.1.3 Sufficiency & Rejection. Absence of the required artefacts, or submission of artefacts that are incomplete, illegible, manipulated, or non-verifiable, may entitle the Company, in its reasonable discretion and subject to principles of proportionality and fairness, to reject PoF notwithstanding other informal materials, without prejudice to non-waivable consumer rights.

6.2 Retention.

6.2.1 Retention Periods. Evidentiary artefacts and PoF records shall be retained for not less than eighteen (18) months as a baseline and up to five (5) years where transactions are implicated in, or subject to, dispute resolution, fraud review, sanctions screening, or AML/CFT controls, or for such longer periods as may be required under Applicable Law or payment-network rules.

6.2.2 Integrity & Audit Trails. Records shall be maintained in secure repositories with integrity controls (including tamper-evident time-stamping and audit trails) designed to preserve admissibility before payment providers, regulators, or tribunals.

6.2.3 Access Controls. Access is restricted through role-based permissions, is logged and periodically reviewed in accordance with the Company's internal information-security framework and audit practices, without public disclosure of internal systems or vendors.

6.3 Compliance & Sanctions Governance.

6.3.1 Triggers & Measures. Where evidentiary review raises red flags (including sanctions, fraud, or AML/CFT indicators), the Company may impose a Risk Hold or Compliance Freeze, escalate to competent authorities as required by Applicable Law, and request additional artefacts proportionate to the risk observed.

6.3.2 Recordkeeping & Oversight. The Company shall maintain detailed records of holds, freezes, escalations, and outcomes, and incorporate such matters into periodic internal oversight, scenario testing, and staff training consistent with its compliance framework.

6.3.3 Primacy of Compliance; Tolling. Buyers and Sellers acknowledge that these governance measures are legally mandated and may override operational timelines or user expectations, notwithstanding any countdowns or auto-release workflows displayed. All affected timers are tolled for the duration of the measure and resume with the remaining balance upon clearance, mutatis mutandis.

SECTION 7 — CONSUMER-MANDATORY CARVE-OUTS (PLACEHOLDER; DETAILED IN SCHEDULE 7)

7.1 Preservation of Non-Waivable Rights.

Notwithstanding any provision of this Policy or the escrow logic described herein, nothing shall exclude, derogate from, or waive rights that are non-waivable or consumer-mandatory under Applicable Law in the Buyer's jurisdiction of habitual residence. This expressly includes, inter alia, statutory protections found in the EU Digital Content Directive (2019/770/EU), the UK Consumer

Rights Act 2015, and functionally comparable regimes in other jurisdictions where such laws apply ratione loci.

7.2 High-Level Statement of Remedies.

7.2.1 Buyer-facing remedies mandated by consumer law (including repair, replacement, proportionate price reduction, or rescission) are preserved and will be operationalised through the procedures and timelines of this Policy's escrow mechanics, save where Applicable Law requires a different modality or sequence.

7.2.2 For the avoidance of doubt, consumer-mandatory rights do not entitle the Buyer to bypass or unilaterally alter escrow-release mechanics except where a statutory provision expressly overrides contractual terms.

7.3 Jurisdictional Carve-Out Map.

7.3.1 The detailed mapping of jurisdictions, statutory references, minimum remedy periods, evidentiary thresholds, and corresponding carve-outs shall appear in Schedule 7 (Consumer-Mandatory Carve-Outs), which forms an integral and binding part of this Policy.

7.3.2 This Section serves as a summary acknowledgment only and does not exhaustively enumerate rights. In the event of inconsistency between this Section and Schedule 7, the provisions of Schedule 7 shall prevail.

7.4 No Expansion Beyond Mandate.

Nothing herein shall be construed to expand Buyer rights beyond those mandated by Applicable Law. All other rights, remedies, procedures, exclusions, and limitations remain governed by the black-letter terms of this Policy.

7.5 Interface with Platform Workflows.

7.5.1 Where a consumer-mandatory remedy applies, the Company may require reasonable cooperation (including submission of artefacts) to implement that remedy in a manner consistent with the Policy's dispute, refund, and escrow processes, provided such cooperation does not frustrate or delay a statutory entitlement.

7.5.2 To prevent double recovery, any statutory remedy executed outside the Platform (e.g., via a payment-network process) will be reconciled against amounts otherwise payable under this Policy.

7.6 Timing, Tolling, and Compliance Holds.

Any statutory period that must remain open under consumer law shall not be curtailed by Platform timers. Conversely, legally mandated Risk Holds or Compliance Freezes may toll Platform deadlines where permitted by law; statutory limitation periods are affected only to the extent Applicable Law allows.

7.7 Conflict Rule & Hierarchy.

In the event of conflict between (i) a consumer-mandatory rule and (ii) any provision of this Policy (including exclusions or limitations), the consumer-mandatory rule prevails. Where multiple consumer regimes could apply, the Buyer shall not receive duplicative remedies; the most protective non-waivable standard available under Applicable Law shall be applied, mutatis mutandis.

SECTION 8 — DISCLAIMERS, LIMITATION OF LIABILITY, ENTIRE AGREEMENT, GOVERNING LAW

8.1 Disclaimer (Non-Seller Capacity).

8.1.1 The Company acts solely as an Aggregator and Escrow Facilitator, and not as a merchant, seller of record, publisher, licensor, guarantor, insurer, trustee, fiduciary, or agent of any Seller or Buyer.

8.1.2 All verification tooling, reconciliation mechanics, forensic processes, and dispute-triage procedures described in this Policy are procedural and evidentiary in nature only and shall not be construed as a representation, warranty, or guarantee by the Company of the conduct, solvency, capability, or performance of any third party.

8.1.3 Nothing herein confers upon the Buyer or Seller any rights or remedies against the Company beyond those expressly set out in this Policy, notwithstanding any implicit reliance upon platform logic, auto-confirmation processes, or staff communications.

8.1.4 No Endorsement. References to game titles, publishers, or third-party platforms are for identification only and do not imply sponsorship, endorsement, or affiliation. Transfers of in-game valuables may be prohibited by publishers; the Buyer proceeds at their own discretion and risk.

8.2 Buyer's Independent Decision-Making.

8.2.1 Each Buyer acknowledges that any purchase of in-game valuables through the Platform is made ex proprio motu, in the exercise of the Buyer's independent judgment, after review of this Policy and the Company's public buyer-facing policies (including Terms of Service; Delivery & Fulfilment Policy; Return & Warranty Policy; Prohibited Items & Restricted Activities Policy; AML & CFT Policy (Statement Version); Sanctions & Fraud Compliance Statement; Privacy & Cookie Policy; and User Instructions).

8.2.2 No oral statement, promotional material, community commentary, marketing content, or influencer representation shall constitute a warranty, undertaking, promise, or legally binding assurance unless expressly incorporated into a published policy by written amendment promulgated by the Company.

8.2.3 Disclaimers and limitations appearing in the Company's public buyer-facing policies are incorporated mutatis mutandis and apply with full force and effect.

8.3 Limitation of Liability (Digital-Content Context).

8.3.1 Exclusion of Certain Damages. To the maximum extent permitted by Applicable Law, the Company shall not be liable for any indirect, incidental, punitive, special, or consequential loss or damage; loss of gameplay progress; loss of anticipated benefit from digital items; reputational harm to a game account; loss of data; loss of opportunity; or costs of substitute goods or services, arising out of or in connection with this Policy, the Platform, or any transaction between Buyer and Seller.

8.3.2 Aggregate Cap. To the extent liability cannot lawfully be excluded, the Company's aggregate liability to a Buyer for any claim arising from a specific Order shall be capped at the lesser of: (i) the amount of escrowed funds associated with that Order actually received and retained by the Company for facilitation fees (excluding third-party payment charges, network fees, or amounts

passed through to the Seller), or (ii) the monetary equivalent of the unfulfilled portion of that Order, provided however that mandatory consumer remedies prevail where non-waivable.

8.3.3 Digital Content; Publisher Control. The Company has no control over publisher enforcement (including bans, wipes, suspensions, rollbacks, or transfer locks). Consequences arising from such enforcement are allocated outside Company liability, except where a consumer-mandatory rule expressly provides otherwise.

8.3.4 No Class or Representative Actions (where permitted). To the extent permitted by Applicable Law, claims must be brought on an individual basis and not as a plaintiff or class member in any purported class, consolidated, or representative proceeding.

8.3.5 Time Limit to Bring Claims. To the extent permitted by law, any claim against the Company relating to a specific Order must be filed within six (6) months of the event giving rise to the claim or within the shorter mandatory period provided by Applicable Law; thereafter such claim is perempted and barred.

8.3.6 Non-Excludable Rights. Nothing in this Section excludes or limits liability where such exclusion or limitation is prohibited by law. Consumer-mandatory rights remain unaffected (see Section 7).

8.4 Force Majeure.

The Company shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including, inter alia, publisher or platform enforcement actions; distributed-denial-of-service incidents; network or datacenter outages; force-majeure events; changes to third-party terms, APIs, or systems; acts of government or regulators; or compliance holds and freezes. Performance shall be suspended for the duration of the event and resume mutatis mutandis thereafter.

8.5 Entire Agreement; No Reliance.

8.5.1 Entire Agreement. With respect to refunds, disputes, escrow, buyer protections, and related matters, this Policy together with the following public documents constitutes the entire agreement between the Company and the Buyer: Terms of Service; Delivery & Fulfilment Policy; Return & Warranty Policy; Prohibited Items & Restricted Activities Policy; AML & CFT Policy (Statement Version); Sanctions & Fraud Compliance Statement; Privacy & Cookie Policy; User Instructions; and Public FAQs.

8.5.2 No Extrinsic Variation. No extrinsic evidence, side agreement, prior negotiation, informal statement, custom, usage, trade practice, or implied representation shall vary, amend, supplement, or contradict this Policy, save where an amendment is expressly adopted and promulgated by the Company in accordance with the amendment procedures stated in this Policy.

8.5.3 Hierarchy. In any conflict between this Policy and plain-language guidance or FAQs, the black-letter provisions of this Policy (including its schedules) prevail, subject always to consumer-mandatory rights.

8.6 Governing Law & Forum.

8.6.1 Governing Law. This Policy, and any dispute or claim arising out of or in connection with it, is governed by the laws of the United Arab Emirates, with specific reference to the regulatory

framework of the Fujairah Creative City Free Zone, without regard to conflict-of-laws principles that would mandate application of another law.

8.6.2 Forum. Subject to Applicable Law, the exclusive forum shall be the competent courts or arbitral forum designated in the Company's public buyer-facing policies, which designation is incorporated mutatis mutandis.

8.6.3 Consumer-Mandatory Rights. Nothing herein prejudices or derogates from non-waivable statutory rights arising under the laws of the Buyer's habitual residence, which prevail where and to the extent they cannot lawfully be excluded.

8.6.4 Injunctive Relief. The Company may seek urgent injunctive, conservatory, or interlocutory relief, in any competent forum, for preservation of escrowed funds, evidentiary artefacts, or compliance with AML/CFT and sanctions obligations.

8.7 Additional Protections & Construction.

8.7.1 No Partnership; Independent Actors. Nothing in this Policy creates a partnership, joint venture, employment, franchise, or agency relationship between the Company and any Seller or Buyer.

8.7.2 No Set-Off. Buyers shall not set off any alleged claim against amounts held in escrow unless mandated by a final order of a competent authority.

8.7.3 Assignment. Buyers may not assign, transfer, or delegate rights or obligations under this Policy without the Company's prior written consent; the Company may assign to an affiliate or successor in interest without notice where legally permissible.

8.7.4 Severability; Waiver. If any provision is found invalid or unenforceable, it shall be enforced to the maximum extent permissible, and the remainder shall continue in full force. No failure or delay in enforcing any right constitutes a waiver thereof.

8.7.5 No Contra Proferentem. This Policy has been jointly structured for clarity; the rule of contra proferentem shall not apply.

8.7.6 Survival. Provisions that by their nature should survive (including, inter alia, Sections 3, 4.6, 5, 6, 7, 8.3–8.7) shall survive any termination or completion of the Order.

8.7.7 Notices. Operational communications may be provided via Platform messaging or email. Formal legal notices must be sent to the Company's published contact address and shall be deemed received in accordance with the modalities stated in the Terms of Service.

8.7.8 Export-Control & Sanctions. The Company's performance is conditional on compliance with applicable export-control and sanctions laws. Where compliance so requires, the Company may suspend or terminate facilitation without liability.

SECTION 9 — STOREFRONT / UI IMPLEMENTATION (CONTRACT-DRIVEN UX REQUIREMENTS)

9.1 Timers and Prompts (Acceptance Window).

9.1.1 Visible Countdown. The Platform, including any white-label storefront operated under an Influencer's branding but controlled by the Company, displays a visible countdown timer for the seventy-two (72) hour Acceptance Window.

9.1.2 Order Controls. Within the Order view, the Platform presents neutral-labelled controls — "Confirm" and "Dispute" — available throughout the Acceptance Window. Activation routes the Buyer through the standard confirmation or dispute workflow prescribed by this Policy (including Section 4), with timestamps and Order ID linkage captured as evidentiary artefacts.

9.1.3 Status Log. A chronological status log tied to the Order records key events and timestamps, including delivery milestones, control activations, and the operation of Auto-Confirmation.

9.1.4 Contractual Character. The countdown timer, order controls, and status log are contract-driven UI components that provide the Buyer a real and enforceable opportunity to act within the Acceptance Window, thereby ensuring procedural fairness and legal effect.

9.1.5 Compliance Overrides. Timers and control availability operate subject to tolling during any Risk Hold or Compliance Freeze in accordance with this Policy. Where disclosure constraints apply, the Platform displays neutral indicators consistent with applicable law and regulatory guidance.

9.2 Mandatory Disclosures and Informed Consent (Public Layer Only).

9.2.1 Pre-Order Access to Policies. Before placing an Order, the Buyer shall be given a clear opportunity to view the Company's current public buyer-facing instruments (including, as applicable, the Terms of Service, Refund, Dispute & Buyer Protection Policy, Delivery & Fulfilment Policy, Return & Warranty Policy, Prohibited Items & Restricted Activities Policy, Privacy & Cookie Policy, and other publicly posted statements). Such materials may be made available by hyperlink or equivalent on the Website/Storefront. Public user instructions and FAQs published separately on the Website are explanatory only and do not override this Policy.

9.2.2 Explicit, Affirmative Consent. Order placement is conditioned upon the Buyer's explicit, affirmative acknowledgement (e.g., checkboxes) that: (i) the foregoing documents were available for review; and (ii) the Buyer accepts the applicable terms.

9.2.3 Proof-of-Consent Artefact. The Company, acting through the Platform, may electronically record and retain time-stamped consent records (including, where applicable, the policy/version identifier shown to the Buyer at checkout) so that it can demonstrate that the Buyer was informed of and consented to the applicable terms at the moment of Order placement. Such records may be used in Dispute handling, chargeback responses, or lawful regulatory inquiries and are retained in line with the Company's published data-protection instruments.

9.2.4 No Internal Materials. Internal manuals, audit protocols, or operational playbooks are not presented to Buyers and are replaced with lawful, neutral public disclosures consistent with the Company's internal information-security framework.

9.3 Indicators of Compliance Holds (No Tipping-Off)

9.3.1 General principle. Where a Risk Hold or Compliance Freeze is applied, the Company may display a neutral status indicator to inform the Buyer or Seller that processing of the Order is temporarily paused. The exact format, timing, and visibility of such indicator shall remain at the Company's discretion, taking into account legal, regulatory, and fraud-prevention considerations.

9.3.2 Neutral wording. Where required by Applicable Law or regulator instruction, any such indicator shall use neutral, non–tipping-off language and shall not disclose sensitive compliance reasons or the existence of a supervisory/regulatory inquiry.

9.3.3 Reference to guidance. Where appropriate, the Company may include a brief on-page reference that Disputes can be filed and followed in accordance with the user instructions published on the Site. This reference is informative only and does not alter the status of the hold or the underlying compliance review.

9.4 UX Consistency for White-Label Storefronts.

All UX controls in this Section (timers, prompts, logs, disclosures, consent capture, and hold indicators) must be implemented uniformly across Company-operated white-label storefronts. Branding customisations shall not dilute, obscure, or defer these controls.

9.5 Accessibility, Language & Readability.

9.5.1 Accessibility. Timers, prompts, and notices must be readily perceivable and operable (including on mobile) and should meet reasonable accessibility standards.

9.5.2 Localisation. Where the storefront offers multiple languages, the disclosures and consent capture must match the language selected by the Buyer for the Order flow; the English version remains the authoritative text in case of discrepancy, without prejudice to non-waivable consumer rights.

9.6 Records & Audit Trail (Evidence Alignment).

9.6.1 Event Logging. The Company, acting through the Platform, may maintain an audit trail of Order-relevant user interface events (including, where applicable, display of prompts/notices, acceptance or confirmation actions, and Order timing events) linked to the relevant Order ID and time-stamped for evidentiary purposes.

9.6.2 Retention and Use. Such records may be retained in line with this Policy, the Company's published data-protection instruments, and Applicable Law, and may be used, where appropriate, to support dispute handling, payment-provider responses, or lawful requests from competent authorities.

9.7 Comfort-Trade Safeguards in UI.

For credential-based fulfilment flows, the UI shall: (i) surface pre-execution warnings about Buyer interference risks (premature login, password/2FA changes, conflicting sessions); (ii) require affirmative tick-box consent acknowledging those risks; and (iii) display in-flow reminders that interference may void Buyer Protection for the affected portion, all consistent with this Policy.

9.8 Hardening Against Off-Platform Variance.

9.8.1 Single Thread. Dispute communications must be channelled through the on-platform thread for evidentiary integrity; off-platform messages do not bind the Company unless mirrored on-platform.

9.8.2 CTA Integrity. Confirm/Dispute CTAs shall be persistently available throughout the Acceptance Window and disabled only upon (i) valid Confirmation, (ii) timely Dispute filing, or (iii) Auto-Confirmation, subject to tolling.

9.9 Amendments to UX Flows.

The Company may modify UX flows (including timers, prompts, and wording) to improve clarity, security, or compliance. Such modifications shall not reduce Buyer-facing protections provided by this Policy, except where required by law, regulator instruction, or platform security and applied mutatis mutandis.

SECTION 10 — GOVERNANCE, AMENDMENTS & VERSIONING

10.1 Periodic and Event-Driven Reviews.

10.1.1 Cadence. The Company may, at its discretion and acting reasonably, conduct periodic reviews (including on a quarterly cadence) of dispute outcomes, chargebacks, refund patterns, and operational risk signals.

10.1.2 Scope of Revision. Following any review, the Company may refine (i) Schedule 1 (Evidence Matrix & Minimum PoF by Method), (ii) Schedule 2 (Dispute Procedure & Timelines), and (iii) the Company's internal payment-network / PSP response standards and evidence-pack templates applicable at the time, to address evidentiary sufficiency, fraud typologies, sanctions exposure, and procedural economy.

10.1.3 Staff Readiness. The Company may refresh staff training commensurate with identified risks, including recognition of sanctions red flags, fraud patterns, and artefact-falsification scenarios, consistent with the Company's internal compliance and information-security framework.

10.1.4 Extraordinary Reviews. In addition to any periodic cadence, the Company may initiate event-driven reviews upon material regulatory change, payment-network rule updates, emergent threat intelligence, or systemic anomalies observed across Orders.

10.2 Amendment Mechanism.

10.2.1 Publication & Notice. This Policy may be updated, amended, or replaced to reflect legislative or regulatory developments, operational necessity, payment-network requirements, or risk-management imperatives. The Company may provide notice through reasonable buyer-facing channels identified in the Terms of Service. Posting the amended Policy on the Company's website/storefront constitutes effective publication.

10.2.2 Prospective Effect; Grandfathering. Amendments operate prospectively for Orders placed after the effective date stated in the posted Policy. Ongoing Disputes, Risk Holds, or Compliance Freezes may proceed under the version in force at initiation, save where a later version confers more protective consumer-mandatory rights.

10.2.3 Emergency Amendments. Where urgent compliance or security concerns so require, the Company may implement interim amendments with immediate effect, limited to what is strictly necessary, with a consolidated updated version posted within a reasonable time.

10.2.4 No Waiver; Capacity Preserved. Amendments and procedural accommodations do not constitute a waiver of any right or a change in the Company's Aggregator and Escrow Facilitator capacity.

10.3 Versioning, Control Copy & Document Management.

10.3.1 Controlling Version. The authoritative and controlling version of this Policy is the version published on the Company's website/storefront at the relevant time. In the event of any discrepancy between printed, cached, archived, translated, or off-platform copies and the version posted online, the posted online version prevails, without prejudice to consumer-mandatory rights.

10.3.2 Version Identifier. Each issuance of this Policy may bear a Version number and Effective Date in the header ("PUBLIC — AUTHORITATIVE VERSION — EXTERNAL DISCLOSURE PERMITTED").

10.3.3 Archive & Access. Prior superseded versions may be retained for evidentiary and audit purposes and produced upon lawful request by a competent authority or where reasonably required in a Dispute.

10.3.4 Change Log. Material modifications to buyer-facing rights or obligations may be summarised in a change log appended to the Policy or otherwise made reasonably accessible.

10.3.5 Translation & Precedence. Translations may be provided for convenience; the English text is the authoritative version in case of discrepancy, without prejudice to non-waivable consumer rights.

10.3.6 Hierarchy & Conflicts. In any conflict between this Policy (including its Schedules) and plain-language guidance, FAQs, or storefront microcopy, the black-letter provisions of this Policy prevail, subject always to consumer-mandatory law.

SCHEDULE 1 — EVIDENCE MATRIX & MINIMUM PROOF-OF-FULFILMENT BY METHOD

S1.1 Purpose and Incorporation

S1.1.1 Incorporation. This Schedule ("Schedule 1") forms an integral and enforceable component of the Refund, Dispute & Buyer Protection Policy (the "Policy") and shall be read, construed, and applied mutatis mutandis with the following Buyer-facing instruments: Terms of Service; Delivery & Fulfilment Policy; Return & Warranty Policy; Prohibited Items & Restricted Activities Policy; AML & CFT Policy (Statement Version); Sanctions & Fraud Compliance Statement; Privacy & Cookie Policy; User Instructions; and Public FAQs. Internal operational playbooks and controls remain confidential and are not incorporated herein.

S1.1.2 Objectives. The primary objectives of this Schedule are to:

S1.1.2.1 outline, in a structured and predictable manner, minimum public-facing examples of evidentiary artefacts that may constitute Proof-of-Fulfilment ("PoF") for each recognised Delivery Method (including Mailbox, Auction House, Face-to-Face, Comfort Trade, and Auction Settlement);

S1.1.2.2 promote consistency and transparency in dispute outcomes by articulating objective principles for how PoF is assessed, thereby reducing subjective or ad hoc determinations;

S1.1.2.3 support auditability and legal defensibility by aligning the evidentiary approach with Applicable Law (including, without limitation, consumer-protection, sanctions, AML/CFT, anti-fraud, data-protection and privacy frameworks), without disclosing confidential controls;

S1.1.2.4 safeguard Buyers and Sellers by clarifying, in advance, which types of artefacts are ordinarily sufficient to evidence fulfilment, thereby preserving contractual certainty and deterring opportunistic claims;

S1.1.2.5 reflect the technical realities of in-game environments and Delivery Methods and ensure that the Company's Escrow logic can rely on verifiable, reproducible, and tamper-resistant artefacts rather than unverifiable testimony; and

S1.1.2.6 allocate the burden of proof in a clear manner, such that Sellers bear primary responsibility for preserving and presenting PoF, and Buyers must cooperate reasonably where their action or access is required; the Company continues to act solely as Aggregator and escrow facilitator, not as merchant or guarantor.

S1.1.3 Contractual Effect; Controlling Version. This Schedule is contractual and binding and applies in all Dispute, Refund, and Chargeback contexts, subject always to non-waivable consumer-mandatory provisions of Applicable Law. For the avoidance of doubt, the authoritative and controlling version of this Schedule is the version published on the Company's website/storefront at the relevant time. Internal evidentiary thresholds, retention periods, cryptographic controls, and investigatory procedures remain confidential and may be applied by the Company consistent with law, without prejudice to the rights and obligations stated herein.

S1.2 General Admissibility Standards

S1.2.1 Baseline Criteria. For any artefact, record, capture, or log (collectively, the "Artefact") to be treated as admissible under this Schedule, it must, cumulatively and without derogation, satisfy the following baseline criteria:

(a) Order-ID Linkage. The Artefact must be clearly and unambiguously attributable to a specific Order ID generated by the Platform, either by visible identifiers within the capture or by reliable metadata correlation to the relevant transaction record.

(b) Timestamp Authenticity. The Artefact must include a visible or system-embedded contemporaneous timestamp not capable of user editing, which ordinarily reflects UAE Standard Time unless otherwise stated; timestamps may be corroborated against Platform records to confirm contemporaneity.

(c) Integrity & Authenticity. The Artefact must reflect an unaltered record of the underlying event. Where practicable, the Artefact may include system confirmations or logs capable of reconciliation to the Order ID.

(d) Secure Preservation. The Artefact must be preserved securely in accordance with the Company's internal information-security policies and the Privacy & Cookie Policy. Artefacts maintained in insecure contexts may be accorded diminished evidentiary weight unless validated by the Company.

(e) Retention & Deletion. The Artefact must be retained for at least the minimum period required by this Policy and Applicable Law, after which secure deletion shall be performed in accordance with the Company's internal record-management controls.

S1.2.2 Deficient Artefacts. Any Artefact that fails to meet one or more baseline criteria may, at the Company's discretion, be:

(a) admitted with diminished evidentiary weight where corroborated by stronger Artefacts;

(b) subjected to additional verification, including but not limited to reconciliation with Platform records or cross-party confirmations; or

(c) deemed inadmissible for fulfilment verification, in which case the burden and any adverse inferences may be allocated to the submitting Party.

S1.2.3 Burden and Presumptions.

The primary burden of production rests on the Seller, save where Buyer cooperation is expressly required (e.g., credential-based workflows). Where neither Party provides admissible Artefacts, the Company may resolve the matter on the basis of best available evidence, including Platform logs and Escrow records. Such determinations are final within the framework of this Policy, without prejudice to non-waivable consumer-mandatory rights under Applicable Law. The Company remains an Aggregator and escrow facilitator and is not obliged to disclose internal tooling, methods, or controls used in evidentiary reconciliation.

S1.3 Method-Specific Evidence Matrix

S1.3.1 Mailbox Delivery

S1.3.1.1 Scope & Definition. "Mailbox Delivery" denotes in-game transmission of virtual currency/items via a game's native mail or postbox system from the Seller's account to the Buyer-designated character/account. Mailbox Delivery is recognised as a supported method when: (i) the game title provides a timestamped dispatch/receipt indication or equivalent server acknowledgement; and (ii) the delivery can be reliably correlated to the Platform Order ID through artefacts and logs.

S1.3.1.2 Minimum Proof-of-Fulfilment (PoF) Artefacts (Cumulative). As a condition for recognition of PoF and escrow release, the Seller shall generate and preserve, at a minimum, all of the following artefacts, each linked to the specific Order ID:

(a) Dispatch Capture. A screenshot or screen-recording taken at the moment of transmission, clearly showing the in-game mail interface with the item/currency payload prepared and the "send/dispatch" action executed.

(b) Recipient Exactitude. The recipient character name exactly matching the Order details character-for-character (including diacritics, punctuation, spacing, case). Any aliases or nicknames are non-substitutable absent verifiable in-game mapping.

(c) Timestamp. A visible in-client dispatch time or embedded timestamp metadata contemporaneous with the event, sufficient to correlate with Platform escrow logs; where practicable, dual confirmation via server or session logs strengthens admissibility.

(d) System Acknowledgement (if available). A client/server success message or mailbox "sent/received" indicator. Where the title exposes a delivery/collection flag, its capture is strongly encouraged.

(e) Order Correlation. Either the Order ID itself is visible in the capture, or the artefact's metadata (filename hash, capture ID, or log reference) is recorded in the Order record such that the Company can match the artefact to the Order without ambiguity.

S1.3.1.3 Admissibility Threshold & Evidentiary Weight.

(a) Tandem Requirement. Full evidentiary weight attaches only where a visual dispatch capture and a system/log confirmation are produced together and correlated to the same Order ID.

(b) Diminished Weight. If one element is missing (e.g., only screenshots without logs), the Company may admit the submission with diminished weight, subject to reconciliation against escrow/Platform records and overall coherence of the record.

(c) Integrity Presumptions. Artefacts lacking trustworthy timestamps, Order correlation, or legibility may be discounted unless corroborated by independent Platform/server evidence. Manipulated, truncated, or non-original files are inadmissible.

(d) Conflicts. Where user-submitted artefacts conflict with Platform escrow records or authoritative server logs, Platform/server records prevail unless convincingly rebutted.

S1.3.1.4 Procedural Requirements & Good-Order Practices.

(a) One-Order/One-Dispatch Principle. Each dispatch should reference a single Order; batch dispatches covering multiple Orders must be individually evidenced per Order ID.

(b) Tranche Deliveries. Where fulfilment occurs in tranches, each tranche must have its own dispatch capture, timestamp, and Order linkage to support pro-tanto escrow release and proportionate remedies.

(c) Name Mismatches. Any discrepancy (typo, homograph, spacing) places the burden on the Seller to prove delivery to the correct Buyer account (e.g., by server logs demonstrating linkage to the Buyer-designated character/account).

(d) Currency/Item Specificity. Captures should show the exact type and quantity sent. Generic captions or cropped images that obscure payload specifics may be accorded diminished weight.

S1.3.1.5 Non-Collection & Buyer-Side Conduct.

(a) Non-Collection Not a Defeat of PoF. Buyer non-collection of mailed items does not negate fulfilment if compliant dispatch PoF exists; the delivery obligation concerns valid dispatch, not the Buyer's subsequent retrieval.

(b) Buyer Duties. The Buyer is expected to maintain mailbox capacity, respect in-game mail retention limits, and avoid settings that block incoming mail from non-contacts where such settings frustrate delivery.

S1.3.1.6 Game-Side Constraints, Latency & Force-Majeure.

(a) Server Variability. Reasonable delays arising from server latency, maintenance windows, anti-bot checks, or queueing do not constitute Non-Delivery where compliant dispatch PoF is present.

(b) Publisher Interventions. If the Publisher retroactively deletes/rejects the mail for reasons beyond the Seller's control, such events fall outside standard coverage (subject to consumer-mandatory law and any limited carve-outs defined elsewhere).

S1.3.1.7 Anti-Fraud & Authenticity Controls.

(a) Originals & Hashing. Where feasible, artefacts may be preserved in original format and may be fingerprinted (e.g., SHA-256) at time of creation; subsequent submissions may be verified against the recorded hash.

(b) Metadata. Device/session identifiers, capture tool tags, and geotags may be appended to strengthen authenticity; absence is not fatal but may reduce weight.

(c) Redactions. Personal data may be minimally redacted for privacy, provided the material portions (recipient name, payload, timestamps) remain legible; unredacted originals may be reviewed in camera by the Company.

S1.3.1.8 Retention & Secure Deletion.

(a) Baseline Period. Artefacts shall be retained for no less than eighteen (18) months from dispatch.

(b) Automatic Extensions. The retention period shall automatically extend, mutatis mutandis with S1.6.2, including where: (i) a Dispute, chargeback, or PSP/network procedure is opened or reasonably anticipated; (ii) a longer period is required by Applicable Law (including AML/CFT, sanctions, tax, consumer-protection, or payments regulations); (iii) an internal review or a lawful request from a competent authority is pending; or (iv) additional time is required to complete a lawful cross-border production.

(c) Legal/Litigation Hold. Where a lawful preservation or litigation hold is issued, deletion is suspended for the scope and duration of that hold; upon release of the hold, sub-clause (d) applies.

(d) Secure Storage & Deletion. Storage shall comply with the Company's Data & Information Security Policy (encryption at rest, role-based access controls, audit logging). Upon expiry of the applicable period and absent any extension or hold, Artefacts shall be securely deleted and the deletion event logged in the Company's deletion register.

(b) Automatic Extensions. Retention extends automatically where a dispute, chargeback, or compliance review is pending, or where law/PSP rules require longer retention.

(c) Secure Storage & Deletion. Storage shall follow the Company's information-security controls (encryption at rest, access control, audit logs). Upon expiry of the applicable period, secure deletion is performed and logged.

S1.3.1.9 Special Cases & Edge Conditions.

(a) Capacity/Attachment Limits. If a title imposes per-mail size limits, multiple sequential mails are permissible; each mail must be individually evidenced and linked to the same Order ID.

(b) Return-to-Sender/Expiry. If in-game mechanics auto-return or expire mail, Seller must evidence the original compliant dispatch. Auto-return does not defeat PoF absent Seller fault.

(c) Cross-Realm/Region Constraints. Where regional/realm restrictions apply, Seller must show that dispatch occurred to the Buyer-specified realm/region; mis-realm dispatch is a Seller risk absent Buyer error.

S1.3.1.10 Compliance Overlays & Tolling.

(a) Holds/Freezes. If a Risk Hold or Compliance Freeze is applied, all timers (including Acceptance and Auto-Confirmation) are tolled. Escrow release remains suspended pending clearance.

(b) Disclosure Limits. Neutral UI notices may be shown where permitted; certain freezes may be "silent" where required by law.

S1.3.1.11 Liability, Remedies & Precedence.

(a) Seller Burden. The Seller bears the primary burden to produce admissible artefacts meeting this Section. Failure may justify denial of escrow release or pro-tanto relief only.

(b) Platform Records Prevail. In evidentiary conflicts, Platform escrow records and authoritative server logs prevail unless convincingly rebutted by higher-quality artefacts.

(c) No Prejudice to Law. Nothing herein derogates from non-waivable consumer-mandatory rights. Where such rights apply, remedies are operationalised through the Policy's escrow and dispute architecture.

(d) Role Clarification. Nothing herein creates merchant-of-record, agency, fiduciary or trustee obligations for the Company; the Company acts solely as Aggregator and escrow facilitator.

S1.3.1.12 Illustrative Checklist (Non-Exhaustive).

Dispatch screen-recording (uncut) showing payload, recipient exactitude, and send action. Screenshot of in-client "sent" status and/or receipt indicator. Embedded/visible timestamp aligned to UAE Standard Time (or correlated server time), plus Order ID correlation entry. Server/log

excerpt (where available) showing mail dispatch to the designated character. For tranches: per-tranche set of the above, cross-referenced to the same Order ID. This Section is contractual and public-facing and applies mutatis mutandis with the Buyer-facing instruments named in S1.1.1. Nothing herein expands Company obligations beyond its role as Aggregator and escrow facilitator.

S1.3.2 Auction House (AH) Settlement

S1.3.2.1 Scope & Definition. "Auction House (AH) Settlement" denotes fulfilment via an in-game exchange, marketplace, or listing interface (native to the relevant game title) whereby the Buyer acquires the agreed item/currency by purchasing a listing intentionally prepared by the Seller in accordance with the Order specifications. AH Settlement is recognised as a supported method when (i) the listing/purchase sequence can be correlated to the Order ID, and (ii) the pricing/quantity parameters align with the Order (subject to controlled variance permitted by the game's anti-abuse logic).

S1.3.2.2 Minimum PoF Artefacts (Cumulative).

As a condition for recognition of PoF and escrow release, the Seller shall generate and preserve, at a minimum, all of the following artefacts, each unambiguously linked to the specific Order ID:

(a) Listing Evidence. Screenshot or screen-recording of the listing creation or live listing view showing: game title, server/realm (where applicable), item/currency type, quantity, unit/total price, seller account/character, and the moment of listing.

(b) Purchase Completion Evidence. Screenshot or screen-recording evidencing the completed purchase of the exact listing by the Buyer (or Buyer-designated account), including time of fill and any system confirmation of settlement (e.g., "sold", "completed", "collected").

(c) Seller Log Extract (if technically available). Native game logs or export confirming that the listing was purchased and settled, with timestamp and counterparty reference where the title exposes it.

(d) Price Parity Cross-Check. A reconciliation note or capture showing that the listing price corresponds to the agreed Order price, subject to an allowable deviation not exceeding two percent (±2.00%) to accommodate rounding, tick-size constraints, or Publisher anti-fraud mechanics.

(e) Order Correlation. Either the Order ID appears within the capture set (UI note, filename convention, overlay), or the artefact metadata is recorded in the Order so the Company can match the artefacts to the Order without ambiguity.

S1.3.2.3 Admissibility Threshold & Evidentiary Weight.

(a) Tandem Requirement. Full evidentiary weight attaches only where (i) listing evidence and (ii) purchase completion evidence are both produced and correlated to the same Order ID.

(b) Diminished Weight. If a seller log extract is unavailable, combined screenshots/recordings may be admitted with diminished weight, subject to reconciliation against Platform escrow records and internal telemetry.

(c) Variance Beyond Tolerance. If price deviation exceeds ±2.00%, the Seller bears the burden to demonstrate necessity (e.g., game-enforced floors/ceilings, dynamic taxes, bot-prevention steps). Unexplained variance may defeat PoF for the deviating portion.

SellMMO Group FZ LLE — Buyer-Facing
Compliance Layer

Refund, Dispute and Buyer Protection Policy
Schedule 1 — Evidence Matrix & Minimum Proof-Of-Fulfilment
by Method

Public
Version

(d) Conflicts & Precedence. In any conflict, Platform escrow records and authoritative server logs prevail unless convincingly rebutted by higher-quality artefacts that satisfy integrity controls.

(e) Integrity/Originals. Obscured UI elements, illegible pricing/quantity, or missing timestamps may reduce weight; manipulated, truncated, or non-original files are inadmissible.

(f) Role Clarification. Nothing herein creates merchant-of-record, agency, fiduciary or trustee obligations for the Company; the Company acts solely as Aggregator and escrow facilitator.

S1.3.2.4 Procedural Requirements & Good-Order Practices.

(a) One-Order/One-Listing Principle. Preferably, each Order is fulfilled via a dedicated listing. Where game rules require multi-listing (e.g., stack limits), the Seller shall produce per-listing artefacts and a reconciliation table to the Order total.

(b) Tranche Fulfilment. If settlement completes in tranches (multiple fills), each fill must have completion captures and timestamps tied to the same Order ID, enabling pro-tanto escrow release.

(c) Anti-Sniping Controls. Where titles expose high sniping risk, the Seller should evidence reasonable protective sequencing (e.g., agreed list minute, price granularity), without shifting risk to the Company.

(d) Quantity & Type Exactitude. Captures must show exact item/currency type and quantity. Substitutions require explicit Buyer confirmation captured on Platform channels to carry weight.

S1.3.2.5 Buyer-Side Duties.

(a) Presence/Readiness. The Buyer shall be available to execute the agreed purchase flow (including search/sort filters) and avoid actions that frustrate settlement (e.g., last-second price edits, competing bids).

(b) Correct Targeting. The Buyer must purchase the specific Seller listing prepared for the Order. Purchases of third-party listings do not satisfy fulfilment.

(c) Server/Realm Consistency. Where applicable, Buyer must ensure activity on the agreed realm/region; cross-realm misalignment is a Buyer risk unless caused by Seller error.

S1.3.2.6 Game-Side Constraints, Latency & Expiry.

(a) Server Variability. Reasonable delays due to server load, maintenance, anti-bot checks, or listing queue behaviour do not constitute Non-Delivery where compliant listing and subsequent purchase PoF exists.

(b) Listing Expiry/Delist. If a listing expires or is auto-delisted by the game before Buyer purchase, Seller must re-list and re-evidence; the initial, unpurchased listing is not PoF of fulfilment.

(c) Publisher Interventions. Post-settlement Publisher reversals (e.g., market wipes, forced rollbacks) fall outside standard coverage, subject only to consumer-mandatory rights and any limited carve-outs defined elsewhere.

S1.3.2.7 Anti-Fraud & Authenticity Controls.

(a) Hashing & Originals. Where feasible, artefacts may be preserved in original format and may be fingerprinted (e.g., SHA-256) at creation; submissions may be verified against the recorded hash.

(b) Metadata. Device/session IDs, capture tool tags, and geotags may be appended to strengthen authenticity; absence is not fatal but may reduce weight. Minimal privacy-preserving redactions are permitted if material elements remain legible; unredacted originals may be reviewed in camera.

S1.3.2.8 Retention & Secure Deletion.

(a) Baseline Period. Artefacts shall be retained for no less than eighteen (18) months from the date of the AH transaction.

(b) Automatic Extensions. Retention automatically extends where a dispute, chargeback, compliance review, Payment Service Provider or card-scheme rule, or Applicable Law (including AML/CFT and sanctions obligations) requires a longer period, up to five (5) years. During any lawful preservation or litigation hold, secure deletion is suspended for the scope and duration of that hold.

(c) Storage & Deletion. Storage shall comply with the Company's information-security controls (encryption at rest, access control, audit logging). Upon expiry of the applicable period, secure deletion is performed and logged under internal audit procedures.

(b) Automatic Extensions. Retention extends automatically if a dispute/chargeback/compliance review is pending or if law/PSP rules require longer retention.

(c) Storage & Deletion. Storage shall comply with the Company's information-security controls (encryption at rest, access control, audit logging). Upon expiry, secure deletion is performed and logged under internal audit procedures.

S1.3.2.9 Edge Conditions & Clarifications.

(a) Third-Party Purchases. If a third party inadvertently purchases the prepared listing, no fulfilment is established; Seller must re-list and re-evidence for the Buyer.

(b) Dynamic Taxes/Fees. If the title levies dynamic taxes or fees altering displayed totals, Seller must document the pre-tax/post-tax mapping so the net to Buyer aligns with the Order value within the allowed tolerance.

(c) Price Floors/Ceilings. Where Publisher-imposed floors/ceilings force non-zero variance, Seller must evidence such constraints (UI/system notice or authoritative documentation) to remain within admissibility.

(d) Mixed-Mode Settlement. If AH Settlement is combined with subsequent in-game transfer (hybrid), the Seller must also produce the corresponding in-game delivery capture; AH evidence alone does not prove transfer.

S1.3.2.10 Compliance Overlays & Tolling.

(a) Holds/Freezes. If a Risk Hold or Compliance Freeze is applied, Acceptance and Auto-Confirmation timers toll for the duration; escrow release remains suspended pending clearance.

(b) Disclosure Limits. Neutral UI notices may be used where permitted; certain freezes may be "silent" if required by law.

S1.3.2.11 Liability, Remedies & Precedence.

(a) Seller Burden. The Seller bears the primary burden to produce admissible AH artefacts meeting this Section; failure may justify denial of escrow release or pro-tanto relief only.

(b) Platform/Server Records Prevail. Where conflicts arise, Platform escrow records and authoritative server logs prevail unless convincingly rebutted.

(c) No Prejudice to Law. Nothing herein derogates from non-waivable consumer-mandatory rights; where such rights apply, remedies are operationalised through the Policy's escrow and dispute architecture.

S1.3.2.12 Illustrative Checklist (Non-Exhaustive).

Video of listing creation or live listing screen (item/type, quantity, price, seller account, timestamp). Screenshot/video confirming purchase completed and "sold/settled" status with timestamp. Seller log extract (if available) confirming settlement particulars. Reconciliation note evidencing ±2.00% price-parity tolerance and Order ID linkage. For tranches/multi-listing: per-listing captures and a reconciliation table to the Order total. This Section is contractual and public-facing and applies mutatis mutandis with the Buyer-facing instruments named in S1.1.1. Nothing herein expands Company obligations beyond its role as Aggregator and escrow facilitator.

S1.3.3 Face-to-Face (F2F) Delivery

S1.3.3.1 Scope & Definition. "Face-to-Face (F2F) Delivery" denotes an in-game, synchronous trade between the Seller's and Buyer's characters conducted via the title's native trade window (or functionally equivalent interface), on the agreed server/realm and within the agreed session window, for the precise item/currency and quantity specified by the Order.

S1.3.3.2 Minimum PoF Artefacts (Cumulative). As a condition for recognition of PoF and escrow release, the Seller shall generate and preserve, at a minimum, the following artefacts, each unambiguously linked to the relevant Order ID:

(a) Trade-Window Capture. Screenshot or screen-recording at the precise moment of execution showing:

(i) Seller character name;

(ii) Buyer character name exactly matching the Order (including diacritics/capitalisation/punctuation);

(iii) item/currency type and exact quantity;

(iv) any trade-window hash/transaction number where exposed by the title.

(b) Completion Confirmation. System message, UI banner, or native confirmation evidencing successful trade completion (e.g., "trade completed/successful").

(c) System/Server Corroboration (where technically available). Log extract or session record confirming that the same two characters executed the trade at the captured timestamp.

(d) Order Correlation. On-capture Order ID reference (overlay/notation) or artefact metadata recorded against the Order in the Platform to ensure one-to-one linkage.

S1.3.3.3 Admissibility Threshold & Evidentiary Weight.

(a) Tandem Requirement. Full evidentiary weight attaches only where trade-window completion capture and system/server corroboration (if available in the title) are presented together and correlated to the same Order ID.

(b) Diminished Weight. Where only one Party captured the visual evidence, such artefact may be admitted with diminished weight if reconciled against Platform escrow records and internal telemetry.

(c) Timestamp/Identity Precision. Captures lacking legible counterparties, quantities, or timestamps may be assigned diminished weight or deemed incomplete unless validated by additional Company records.

(d) Conflicts & Precedence. In any conflict, Platform escrow records and authoritative server logs prevail, unless convincingly rebutted by higher-quality artefacts that satisfy integrity controls.

(e) Role Clarification. Nothing herein creates merchant-of-record, agency, fiduciary or trustee obligations for the Company; the Company acts solely as Aggregator and escrow facilitator.

S1.3.3.4 Procedural Requirements & Good-Order Practices.

(a) Rendezvous Protocol. The Seller should evidence the agreed meeting point/time (chat ping or in-Platform message) and a short sequence covering pre-trade → confirm → complete.

(b) Tranche Fulfilment. If delivery is completed in multiple trades, each tranche requires its own completion capture and timestamp tied to the same Order ID, enabling pro-tanto escrow release.

(c) Substitutions. Any deviation (item variant, denomination split, alternate realm) requires explicit Buyer confirmation captured via Platform channels to carry weight.

(d) One-Order/One-Counterparty. F2F fulfilment should occur only between the Seller and the Order-designated Buyer character; third-party intermediaries do not establish PoF absent explicit, captured Buyer authorisation.

S1.3.3.5 Buyer-Side Duties.

(a) Presence & Readiness. The Buyer shall appear at the agreed rendezvous within a reasonable tolerance, maintain stable connectivity, and not initiate conflicting actions that frustrate trade (e.g., queueing instances, switching realms).

(b) Identity Consistency. The Buyer shall ensure that the trade is executed only on the designated character/server specified in the Order.

(c) Confirmation. Where in-title prompts or UI acknowledgements are required to finalise the trade, the Buyer shall complete them promptly.

S1.3.3.6 Self-Intervention & Missed Appointments (Risk Allocation).

(a) No-Show/Abort. Buyer absence from the meeting point or premature cancellation of the trade does not negate fulfilment where Seller's artefacts demonstrate compliant readiness and a completed trade sequence for the delivered portion; pro-tanto release may apply.

(b) Interference. Buyer-caused disruptions (unsanctioned relogs, concurrent account activity, credential resets affecting session integrity) void coverage for the affected portion.

(c) Re-Attempt. A single good-faith re-attempt may be reasonable at the Company's discretion; subsequent failures attributable to the Buyer may justify closure with apportionment based on verified PoF.

S1.3.3.7 Game-Side Constraints, Latency & Variability.

(a) Server Conditions. Reasonable delays due to server load, maintenance, anti-bot checks, instancing, or shard congestion do not constitute Non-Delivery where a compliant completion capture exists.

(b) Session Boundaries. Disconnections during the confirmation phase require re-initiation; partials completed before interruption should be separately captured and counted.

(c) Publisher Interventions. Subsequent bans/wipes/rollbacks are outside standard coverage, subject only to any limited carve-outs elsewhere and non-waivable consumer rights.

S1.3.3.8 Integrity & Authenticity Controls.

(a) Originals & Hashing. Where feasible, preserve original files and record SHA-256 (or stronger) hashes at capture; submissions may be checked against the recorded hash.

(b) Metadata. Session IDs, realm names, device or client version may be appended to strengthen authenticity; privacy-preserving redactions are permitted if material elements remain legible; unredacted originals may be reviewed in camera.

(c) Tamper Signals. Artefacts suspected of manipulation are subject to forensic review; confirmed tampering renders the artefact inadmissible and may trigger sanctions.

S1.3.3.9 Retention & Secure Deletion.

(a) Baseline Period. Artefacts shall be retained for no less than eighteen (18) months from completion of the F2F Delivery.

(b) Automatic Extensions. Retention automatically extends where a dispute, chargeback, compliance review, Payment Service Provider or card-scheme rule, or Applicable Law (including AML/CFT and sanctions obligations) requires a longer period, up to five (5) years. During any lawful preservation or litigation hold, secure deletion is suspended for the scope and duration of that hold.

(c) Storage & Deletion. Storage shall comply with the Company's information-security controls (encryption at rest, role-based access control, audit logging). Upon expiry of the applicable period, secure deletion is performed and logged under internal audit procedures.

(b) Extensions. Retention extends automatically for active disputes, chargebacks, investigations, or where law/PSP rules mandate longer periods.

(c) Storage/Deletion. Storage shall comply with the Company's information-security controls (encryption at rest, access control, audit logging). Upon expiry, secure deletion is performed and logged.

S1.3.3.10 Admissibility Clarifications.

(a) Offer-Only Is Insufficient. A mere offer screen without completion confirmation is not PoF.

(b) Identity Mismatch. Mismatch of Buyer character or realm defeats PoF unless the Seller evidences that the designated Buyer expressly authorised the alternate identity and that the delivered item/quantity exactly matches the Order.

(c) Single-Sided Evidence. Where only one Party captured the trade, admissibility may still be established if the capture is corroborated by Platform escrow records and server logs.

S1.3.3.11 Compliance Overlays & Tolling.

(a) Holds/Freezes. If a Risk Hold or Compliance Freeze is applied, Acceptance and Auto-Confirmation timers toll for the duration; escrow release remains suspended pending clearance.

(b) Disclosure Limits. Neutral notices may be displayed where permitted; certain freezes may be "silent" if required by law.

S1.3.3.12 Liability, Remedies & Precedence.

(a) Seller Burden. The Seller bears the primary burden to produce admissible F2F artefacts meeting this Section; failure may justify denial of escrow release or pro-tanto relief only.

(b) Platform/Server Records Prevail. Where conflicts arise, Platform escrow records and authoritative server logs prevail unless convincingly rebutted.

(c) No Prejudice to Law. Nothing herein derogates from non-waivable consumer-mandatory rights; where such rights apply, remedies are operationalised through the Policy's escrow/dispute architecture.

S1.3.3.13 Illustrative Checklist (Non-Exhaustive). Video/screenshot of trade window showing both characters, exact item/currency and quantity, and completion message (with timestamp). Server/system log corroboration (where the title exposes logs) linking the same characters and time to the trade event. Order-correlation notation/metadata tying captures to the Order ID. For multi-tranche delivery: per-tranche completion captures + reconciliation table to the Order total. This Section is contractual and public-facing and applies mutatis mutandis with the Buyer-facing instruments named in S1.1.1. Nothing herein expands Company obligations beyond its role as Aggregator and escrow facilitator.

S1.3.4 Comfort Trade (Credential-Based Access)

S1.3.4.1 Scope & Definition. "Comfort Trade" denotes a credential-based workflow in which, at the Buyer's express initiative and informed consent, the Seller temporarily accesses the Buyer's in-game account to deliver the contracted In-Game Valuables. This modality is high-risk due to Publisher monitoring and enforcement; it is undertaken solely within authorised Storefront flows and never via off-platform exchanges.

S1.3.4.2 Minimum PoF Artefacts (Cumulative). As a condition for recognition of PoF and escrow release, the Seller shall generate and preserve, at a minimum, the following artefacts, each unambiguously linked to the relevant Order ID: (

(a) Balance Before/After. Clear, legible before and after screenshots (or a single continuous recording) evidencing the relevant in-game balance change (item count/currency) on the Buyer's account, captured immediately pre-start and immediately post-completion of fulfilment.

(b) Access Session Record. Log entries or equivalent records evidencing credential access, including login timestamp, session/connection identifier and, where available and lawful, network/session identifiers, correlated to the Order ID.

(c) Logout/Session Termination. Explicit evidence of logout or session termination immediately upon completion (e.g., logout confirmation, access-revocation acknowledgement, session-end log).

(d) Order Correlation. On-capture Order ID notation or repository metadata linking every artefact to the same Order record in the Platform.

S1.3.4.3 Admissibility Threshold & Evidentiary Weight.

(a) Tandem Requirement. Full evidentiary weight attaches only where the before/after balance artefacts and the access-session record are produced together and correlated to the same Order ID.

(b) Logout Evidence. Absence of explicit logout/termination evidence may be cured by server logs or telemetry showing no post-fulfilment activity attributable to the Seller; failing that, the artefact set may be deemed incomplete.

(c) Diminished Weight. A single screenshot without corroborating logs carries diminished weight and may be insufficient to discharge the Seller's burden absent strong Platform corroboration.

(d) Precedence. In case of conflict, Platform escrow records and authoritative system logs prevail, unless convincingly rebutted by higher-integrity artefacts.

S1.3.4.4 Buyer-Side Duties (Minimum) & Cooperation.

(a) Informed Consent. The Buyer must provide explicit, revocable consent for credential-based fulfilment through authorised Storefront flows and follow the prescribed hand-off steps.

(b) Stability & Non-Interference. During execution the Buyer shall not log in, change credentials, alter 2FA/backup codes, or run conflicting sessions; interference may suspend or terminate fulfilment and void coverage for affected portions.

(c) Access Window. The Buyer shall maintain the account in a stable state (sufficient inventory slots, game access, network connectivity) for the agreed window to enable uninterrupted fulfilment.

(d) Cooperation for Review. Where a narrow forensic review is permitted (if applicable), the Buyer shall timely provide investigation-only artefacts reasonably necessary to confirm delivery (e.g., recent session screenshots, in-game logs tied to the Order).

S1.3.4.5 Credential Handling, Security & Privacy Safeguards.

(a) Single-Order Scope. Any credential access, where strictly necessary, is limited to the single Order under execution; scope creep is prohibited.

(b) Least-Privilege & Logging. Access is restricted to the minimum actions required for fulfilment and is logged against the Order ID in tamper-resistant repositories (time-stamp, session identifier, actor).

(c) No Retention/Re-Use. The Seller must not retain, copy, store, or re-use Buyer credentials beyond the strict fulfilment window. Any retention constitutes a Policy violation and may result in sanctions or termination.

(d) Secure Channels. Credential exchange occurs only via the Company's approved channels employing appropriate security controls; off-platform sharing is prohibited.

(e) Post-Fulfilment Hygiene. The Buyer is advised (and may be prompted) to rotate credentials/2FA immediately after confirmation of completion.

S1.3.4.6 Tranche Fulfilment & Pro-Tanto Release.

(a) Multi-Stage Delivery. Where delivery is completed in tranches, each tranche requires its own before/after capture and session note tied to the Order ID, enabling pro-tanto escrow release.

(b) Session Resets. If a session drops and must be re-established, a fresh access log and continuation capture must be created for the remaining portion.

S1.3.4.7 Self-Intervention & Allocation of Risk.

(a) Buyer Interference. Mid-execution logins, credential or 2FA resets, or concurrency conflicts initiated by the Buyer void Buyer Protection for the impacted portion; demonstrable Seller costs may be deducted from escrow.

(b) Publisher Measures. Subsequent Publisher bans/locks/wipes are outside standard coverage, subject only to any expressly stated limited carve-outs and non-waivable statutory rights.

(c) Re-Attempt. A single good-faith re-attempt may be reasonable at the Company's discretion; persistent Buyer-side impediments may justify closure with apportionment based on verified PoF.

S1.3.4.8 Integrity & Authenticity Controls.

(a) Originals & Hashing. Where feasible, record SHA-256 (or stronger) hashes for each artefact at capture; submissions may be cross-checked to confirm integrity.

(b) Timestamps & Metadata. Visible or embedded timestamps should reflect the capture moment; session metadata (client version, realm/server, device identifier where appropriate) may be appended to strengthen authenticity.

(c) Tamper Review. Suspected manipulation triggers forensic review; confirmed tampering renders artefacts inadmissible and may lead to enforcement action.

S1.3.4.9 Retention & Secure Deletion.

(a) Baseline Period. Due to elevated risk, Comfort-Trade Artefacts shall be retained for no less than eighteen (18) months from completion.

(b) Automatic Extensions. Retention automatically extends where a dispute, chargeback, compliance review, Payment Service Provider or card-scheme rule, or Applicable Law (including AML/CFT and sanctions obligations) requires a longer period, up to five (5) years. During any lawful preservation or litigation hold, secure deletion is suspended for the scope and duration of that hold.

(c) Storage & Deletion. Storage shall comply with the Company's information-security controls (encryption at rest, role-based access control, audit logging). Upon expiry of the applicable period, secure deletion is performed and logged under internal audit procedures.

(b) Extensions. Retention extends automatically for active disputes, chargebacks, investigations, or where law/PSP rules require longer periods.

(c) Storage/Deletion. Storage complies with the Company's information-security controls (encryption at rest, access control, audit logging). Upon expiry, secure deletion is performed and logged.

S1.3.4.10 Admissibility Clarifications.

(a) Access Alone Is Insufficient. Mere evidence of account access does not constitute PoF; the balance change and logout/termination evidence are both required for full weight.

(b) Single-Sided Evidence. Where only one Party captured the balance change, admissibility may still obtain if corroborated by Platform telemetry and access logs tied to the Order ID.

(c) Identity/Realm Consistency. Delivery to an unintended realm/character defeats PoF unless the Buyer's express authorisation for such deviation is evidenced in Platform records and the delivered quantity matches the Order.

S1.3.4.11 Compliance Overlays & Tolling.

(a) Holds/Freezes. If a Risk Hold or Compliance Freeze is applied, Acceptance and Auto-Confirmation timers toll; escrow release remains suspended pending clearance.

(b) Disclosure Limits. Neutral notices may be displayed where permitted; certain freezes may be "silent" if required by law.

S1.3.4.12 Remedies, Liability & Precedence.

(a) Seller Burden. The Seller bears the primary burden to produce a complete Comfort-Trade artefact set meeting this Section; failure may justify denial of escrow release or pro-tanto relief only.

(b) Platform/Server Records Prevail. In evidentiary conflicts, Platform escrow records and authoritative system logs prevail, subject to non-waivable consumer protections.

(c) No Expansion of Role. Nothing herein expands the Company's obligations beyond its role as Aggregator and escrow facilitator; no merchant-of-record, guarantor, trustee, or fiduciary status is assumed.

S1.3.4.13 Illustrative Checklist (Non-Exhaustive). Before/after balance captures (or continuous recording) tied to the Order ID. Access-session log (login time, session/connection ID, network/session identifiers where available and lawful) tied to the Order ID. Logout/termination confirmation immediately after fulfilment. For multi-tranche deliveries: per-tranche artefacts + reconciliation table to the Order total. Optional: hash values recorded at capture; minimal metadata (realm/server, client version). This Section is contractual and public-facing and applies mutatis mutandis with the Buyer-facing instruments named in S1.1.1. Nothing herein derogates from any non-waivable consumer-mandatory rights.

S1.3.5 Auction Settlement (Hybrid or Third-Party)

Role clarification. In this modality, listings are created and controlled by independent third-party sellers on external P2P/auction venues. The Company acts solely as an Aggregator and escrow facilitator, mirroring external offers for discovery by Buyers (the Company's clients) and

administering Escrow and dispute mechanics. No agency, distributorship, partnership, licence, merchant-of-record, trustee, fiduciary, or seller-of-record status is created or implied.

S1.3.5.1 Artefacts Required.

For Proof-of-Fulfilment to be recognised in an external settlement flow, the following Order-centric Artefacts must be produced, each meeting the admissibility standards of Section S1.2 and reconciling to the same Order ID in the Company's records:

Listing Evidence (External Venue). Screenshot or screen-recording of the external listing showing the specific item/currency, quantity, venue price, venue timestamp, and the external seller identifier, with clear cross-reference to the Order ID.

Settlement / Fill Confirmation (External Venue). Screenshot or screen-recording evidencing completion (e.g., "sold/completed" state, settlement receipt, fill ID, venue transaction reference and timestamp).

Escrow Reconciliation (Company Platform). An Escrow reconciliation entry recorded in the Company's Platform mapping the venue settlement reference (ID/timestamp/amount) to the Order ID in the Escrow ledger (time-aligned to UAE Standard Time).

Subsequent In-Game Transfer (where applicable in hybrid flows). Before/after balance or inventory capture and, where feasible, a system log extract corroborating successful delivery into the Buyer's in-game account.

Price Parity Check. Contemporaneous note or capture confirming that the venue listing/clearing price aligns to the Order price within a tolerance of ≤ 2.0% (to accommodate tick sizes, rounding, or venue anti-bot controls). Variance beyond this tolerance must be specifically justified by documented venue or Publisher mechanics.

Buyer-side participation where inherent to the flow. If the external venue requires a Buyer action (e.g., timed purchase of a designated lot), the Buyer should preserve Buyer-side screenshots evidencing that action and timing. Absent such cooperation where required, adjudication may proceed on External Seller Artefacts and Escrow reconciliation alone.

S1.3.5.2 Admissibility Threshold.

External venue evidence is admissible only if it expressly reconciles to the same Order ID recorded within the Company's Platform. Artefacts carry full evidentiary weight only where Listing Evidence, Settlement/Fill Confirmation, and Escrow Reconciliation are presented together. In hybrid flows requiring an in-game transfer, absence of the corresponding in-game visual evidence **diminishes—but does not automatically negate—**admissibility if Escrow reconciliation substantiates completion. Evidence that lacks Order ID linkage, timestamp integrity, or secure-storage provenance may be admitted with diminished weight or deemed inadmissible pursuant to Section S1.2.

S1.3.5.3 Retention.

All Artefacts under this Section shall be retained for no less than eighteen (18) months from the date of settlement. Retention automatically extends where:

(i) a Dispute is initiated within the baseline period;

(ii) Applicable Law (including AML/CFT and sanctions obligations) requires a longer period; or

(iii) payment-network/card-scheme or PSP rules require extended availability for chargeback handling or network inquiries; and

(iv) a lawful preservation or litigation hold is issued by a competent authority or court (for the scope and duration of that hold).

Upon expiry of the applicable period (and absent any extension or legal hold), secure deletion shall be executed in accordance with the Company's Data & Information Security Policy and documented under the Company's record-management controls.

S1.3.5.4 Remarks.

Order-ID Primacy. External venue records that do not reconcile to the same Order ID are inadmissible unless validated by Escrow reconciliation and Platform logs.

Counterparty Obfuscation. Where a venue masks counterparties, stronger reconciliation (e.g., venue export/API report bearing the transaction reference) is required; failure to provide such reconciliation may result in diminished evidentiary weight or rejection.

Manipulation Safeguards. Cropped, staged, or out-of-sequence captures may be subjected to forensic review; confirmed tampering renders Artefacts inadmissible and may trigger sanctions.

Dual-Source Proof Principle. Proof-of-Fulfilment in this modality rests on both external venue Artefacts and internal Escrow reconciliation; neither suffices in isolation.

Compliance Overrides. Any sanctions alert, suspicious-activity indicator, or fraud typology may place the transaction under a Risk Hold or Compliance Freeze; all timers are tolled and no Escrow release occurs until clearance, notwithstanding any venue-side "completed" state.

S1.4 Integrity and Authenticity Controls (Public Version)

S1.4.1 Cryptographic Integrity (Hashing).

All digital Artefacts may be fingerprinted using SHA-256 or an equivalent industry-standard cryptographic function. Hash values are recorded contemporaneously with capture and stored in secure repositories to enable later integrity checks. Publication of raw Artefacts is not required; where appropriate, the Company may disclose hash values (or verification attestations) instead of raw files.

S1.4.2 Timestamping.

Each Artefact should include a visible or embedded timestamp generated at the point of capture. Timestamps ordinarily reflect UAE Standard Time unless otherwise stated. The Company may apply server-side timestamps to submissions for contemporaneity verification.

S1.4.3 Metadata for Authenticity (Minimisation Applied).

To strengthen authenticity, Artefacts may include limited metadata (e.g., session identifier or client log reference). Metadata collection follows data-minimisation principles; absence of metadata does not automatically render an Artefact inadmissible, though it may reduce evidentiary weight.

S1.4.4 Tamper Review.

Artefacts suspected of manipulation may be subjected to forensic review under the Company's internal compliance and information-security framework. Confirmed tampering renders the Artefact inadmissible and may result in account sanctions or termination.

S1.4.5 Preservation Standards.

Where feasible, Artefacts are preserved in their original format; converted copies should be accompanied by the original. Storage occurs in secure repositories with encryption at rest, access controls, and audit logging consistent with the Company's publicly disclosed privacy commitments and internal security controls.

S1.4.6 Public Character, Confidentiality & Disclosure Matrix.

This Schedule is public as to the standards it sets, but does not make evidentiary Artefacts public. Disclosure follows a strict need-to-know protocol and may occur only in the following forms and contexts, applying redaction and minimisation as appropriate:

(a) Counterparty access (case-related): the Buyer and Seller may receive minimally necessary, redacted extracts sufficient to understand the determination in their case;

(b) Payment networks / PSPs: the Company may furnish evidentiary extracts, hash attestations, or summaries required to process chargebacks or network disputes;

(c) Competent authorities: lawful requests may be fulfilled in scope-limited form consistent with Applicable Law;

(d) Public disclosure: is not permitted for raw Artefacts, hashes paired with identifying metadata, or audit-trail details unrelated to a specific case outcome.

S1.4.7 Evidentiary Weight & Company Discretion.

Failure to satisfy one or more controls in this Section may reduce evidentiary weight or render an Artefact inadmissible. The Company may correlate or substitute internal system logs in lieu of deficient Artefacts where appropriate, without assuming seller-of-record obligations.

S1.4.8 Retention & Deletion (Public Statement).

Artefacts may be retained for the periods necessary to administer disputes, comply with payment-network requirements, and meet legal obligations (including AML/CFT and sanctions). Minimum method-specific durations are set out in Section S1.3. Retention shall automatically extend (and any deletion be tolled) while: (i) a dispute, chargeback, audit, investigation, subpoena, or regulatory inquiry is active; (ii) Applicable Law (including AML/CFT, sanctions, record-keeping, or consumer-protection rules) requires a longer period; (iii) a payment-network/card scheme or PSP rule mandates extended availability; (iv) a lawful preservation or litigation hold is issued by a competent authority or court (for the scope and duration of that hold); or (v) extension is required to satisfy applicable statutory limitation periods (up to five (5) years, or longer where mandated by law). Upon expiry of the applicable period—and absent any extension or legal hold—secure deletion shall be executed and logged in accordance with the Company's Data & Information Security Policy and record-management controls.

S1.5 Evidentiary Weight and Burden of Proof
S1.5.1 Primary Artefacts (Priority and Sufficiency).

"Primary Artefacts" include, inter alia, screenshots, video recordings, and system or server logs generated and preserved in accordance with Sections S1.3 and S1.4. Primary Artefacts carry full evidentiary weight where they satisfy the admissibility standards in Section S1.2 and the authenticity/retention requirements of this Schedule. In the event of discrepancy among

submissions, Primary Artefacts shall prevail over all other forms of evidence, subject only to mandatory legal requirements.

S1.5.2 Secondary Artefacts (Corroborative Only).

"Secondary Artefacts" may include Buyer acknowledgments via Platform channels, chat transcripts, messaging records, or analogous communications that corroborate—but do not independently constitute—Proof-of-Fulfilment. Secondary Artefacts may support Primary Artefacts but do not discharge the Seller's burden of proof on their own. Where Primary Artefacts are absent, deficient, or inadmissible, Secondary Artefacts may be assigned diminished weight; in such circumstances, the Company may resolve the matter on the best evidence available, including internal Platform records.

S1.5.3 Internal Records and Correlation (Company Discretion).

Where appropriate, the Company may correlate submissions with internal logs, escrow records, and security telemetry. In cases of inconsistency, verified internal records may control. The Company's correlation activities are procedural and evidentiary in nature and do not alter the Company's role as Aggregator and escrow facilitator.

S1.5.4 Burden of Proof (Seller-Side).

The burden rests upon the Seller to demonstrate compliant fulfilment by producing Primary Artefacts required under this Schedule. Absent adequate Primary Artefacts—or where such Artefacts are deemed inadmissible under Section S1.2—the Buyer may be entitled to a refund of the relevant portion of the Order, strictly in accordance with the Policy. The Company's aggregator capacity does not shift the burden away from the Seller, save where the Company alone controls the relevant data (e.g., escrow transaction logs), in which case such Company-held records may be used to complete the evidentiary picture.

S1.5.5 Adverse Inference; Non-Cooperation; Spoliation.

Failure by any Party to cooperate reasonably in evidence production, unexplained gaps in Artefacts, or indications of tampering or spoliation may result in adverse inferences being drawn, reduction of evidentiary weight, or inadmissibility, without prejudice to any sanctions available under the Policy and Applicable Law.

S1.5.6 Resolution Standard; Finality.

Disputes are decided on a preponderance of the evidence, taking into account Primary Artefacts, Secondary Artefacts, and internal Platform/compliance records. Determinations rendered under this Section are final and binding within the framework of the Policy, subject only to non-waivable consumer rights.

S1.5.7 No Expansion of Remedies.

Nothing in this Section expands Buyer or Seller rights beyond those expressly provided in the Policy and Applicable Law. All outcomes remain subject to the exclusions, tolling, and risk allocations set out elsewhere in the Policy and its Schedules.

S1.5.8 Right to Originals & Format.

Upon request, a Party shall furnish original files of submitted Artefacts (or lossless copies) where reasonably available. The Company may require re-submission in a specified lossless format to

enable integrity checks. Failure to provide originals without reasonable justification may result in diminished evidentiary weight.

S1.5.9 Costs of Evidence Handling.

Where extraordinary retrieval, export, or forensic processing is required (beyond standard dispute workflows), the Company may condition such processing on the requesting Party's agreement to bear reasonable, itemized costs, without prejudice to consumer-mandatory rights and subject to Applicable Law.

S1.6 Retention and Auditability

S1.6.1 Minimum Retention Periods.

All Artefacts shall be retained for not less than the minimum periods specified for each Delivery Method in Section S1.3 of this Schedule.

S1.6.2 Automatic Extensions and Legal Holds.

Retention shall automatically extend where

(i) a longer period is mandated by Applicable Law (including AML, CFT, and Sanctions obligations),

(ii) required by a Payment Service Provider or payment-network rule (including dispute and chargeback handling), or

(iii) an active Dispute, investigation, audit, subpoena, or regulatory inquiry remains unresolved. Where a lawful preservation or litigation hold is issued, secure deletion is suspended for the scope and duration of that hold.

S1.6.3 Storage Controls and Auditability.

All retained Artefacts shall be stored in repositories compliant with the Company's Data & Information Security Policy, including encryption at rest, role-based access control, and audit logging. Artefacts must remain retrievable and presentable in a manner that preserves integrity, authenticity, and admissibility. The Company's internal compliance and audit functions may periodically review and test adequacy, completeness, and accuracy, including proportionate integrity and security testing designed to detect falsification or manipulation.

S1.6.4 Chain-of-Custody and Integrity Verification.

Where technically feasible, the Company may apply hash-based integrity checks, server-side timestamping, and custody logs to corroborate provenance. Any conversion from original format should be accompanied, where practicable, by the original file or verifiable metadata sufficient to demonstrate that evidentiary characteristics have been preserved.

S1.6.5 Regulatory and Payment-Network Production.

Artefacts must be producible without undue delay in response to a lawful request from competent authorities (including financial-intelligence units, AML/CFT supervisors, sanctions-enforcement authorities, courts or tribunals), and to Payment Service Providers or card schemes engaged in dispute or chargeback proceedings. Each production shall be documented, noting the requesting authority, scope of disclosure, legal basis, and date of production.

S1.6.6 Privacy, Redaction, and Data Minimisation.

Productions may be reasonably redacted to remove immaterial personal data, security-sensitive information, or third-party confidential matter not necessary to the stated purpose, consistent with Applicable Law and the Company's privacy and security instruments. The Company may provide summaries or extracts where legally sufficient and proportionate to the request.

S1.6.7 No Duty to Create New Records.

Nothing in this Schedule shall be construed to require the Company to create records it does not hold or to reconstruct Artefacts beyond reasonable technical capability. Where records are exclusively held by a Seller or Buyer, the Company may direct the requesting party to seek such records from that counterparty.

S1.6.8 Cross-Border Safeguards.

Where cross-border transfer of Artefacts is necessary for dispute handling, regulatory cooperation, or payment-network processes, such transfer shall occur subject to Applicable Law and appropriate safeguards, including contractual, technical, or organisational measures proportionate to the sensitivity of the data.

S1.6.9 Secure Deletion and Deletion Logging.

Upon expiry of the applicable retention period—and absent any legal hold or mandatory extension—Artefacts shall be securely deleted in accordance with the Company's Data & Information Security Policy. Deletion events shall be logged in a manner that allows subsequent verification that no residual accessible copies remain beyond the authorised retention window.

S1.6.10 Precedence; No Expansion of Rights.

This Section does not expand Buyer or Seller rights beyond those provided in the Policy or Applicable Law. In the event of tension between evidentiary retention and non-waivable privacy rights, mandatory legal requirements prevail. All other provisions of this Schedule continue to apply mutatis mutandis.

SCHEDULE 2 — DISPUTE PLAYBOOK & TIMELINES (SLA-DRIVEN)

S2.1 Purpose, Scope and Incorporation

S2.1.1 This Schedule ("Schedule 2") is annexed to, and forms an integral component of, the Refund, Dispute & Buyer Protection Policy (the "Policy"). It shall be read, construed, and applied mutatis mutandis together with the Delivery & Fulfilment / Return & Warranty instruments, the Privacy & Cookie Policy, the Prohibited Items & Restricted Activities Policy, and all other Buyer-facing documents cross-referenced in the Policy, as well as the Company's applicable internal compliance, sanctions-screening, anti-fraud and AML/CFT procedures (to the extent such internal procedures are relevant to dispute handling but not publicly disclosed).

S2.1.2 The purpose of this Schedule is to establish a codified, SLA-driven framework for the initiation, processing, and resolution of disputes between Buyers and Sellers. Specifically, this Schedule defines and regulates:

• Filing Channels: the permissible interfaces through which disputes may be initiated, ensuring secure linkage to Order IDs and Buyer authentication;

• Form Requirements: the minimum content and artefacts that must accompany any filing to be considered admissible, harmonised with Schedule 1 (Evidence Matrix);

• Investigative Steps: the Company's structured methodology for evidence review, reconciliation with escrow/system logs, and classification of issues;

• Update Cadence: the frequency and form of interim communications to Parties, ensuring transparency and predictability throughout the dispute lifecycle;

• Escalation Pathways: the structured handoff to Payment Service Providers ("PSPs"), card networks, or competent regulators where external adjudication or compliance reporting is required;

• Tolling Rules: the suspension of SLA clocks and Buyer Acceptance Windows under conditions of Risk Hold, Compliance Freeze, or regulatory/legal intervention;

• Final Disposition Standards: the evidentiary thresholds, burden allocations, and resolution timelines applicable to each dispute outcome.

S2.1.3 This Schedule is of binding contractual effect upon all Parties, save only where overridden by non-derogable consumer protection legislation or mandatory provisions of Applicable Law. Decisions and procedures carried out under this Schedule shall be final and conclusive within the internal framework of the Company, subject always to statutory rights.

S2.2 Definitions and References

S2.2.1 General Rule

S2.2.1.1 Capitalised terms used in this Schedule shall have the meanings assigned to them in the Refund, Dispute & Buyer Protection Policy, the Operational Manual on Order Execution and Proof-of-Fulfilment Verification, the Internal Guidelines on Contract Administration and User Agreement Management, the Return & Warranty Policy, the Sanctions Screening and Anti-Fraud Operations Manual, the Anti-Money Laundering and Counter-Terrorist Financing Program Manual, the Data &

Information Security Policy, and all other Incorporated Documents, unless expressly redefined herein for operational clarity.

S2.2.1.2 In the event of inconsistency between definitions, the hierarchy of precedence shall follow the suite of policies as outlined in the Refund, Dispute & Buyer Protection Policy.

S2.2.1.3 Consumer-mandatory law shall prevail over any contractual provision in case of conflict.

S2.2.2 Specific Definitions

S2.2.2.1 Acceptance Window means the seventy-two (72) hour period commencing upon the Platform's designation of Start-of-Fulfilment, within which a Buyer may confirm, dispute, or remain inactive, as further defined in Section 1.2 of the Return & Warranty Policy.

S2.2.2.2 Proof-of-Fulfilment (PoF) means the artefact set and minimum evidentiary requirements enumerated in Schedule 1 (Evidence Matrix & Minimum Proof-of-Fulfilment by Method), inclusive of screenshots, logs, recordings, and other admissible records.

S2.2.2.3 Dispute means a Buyer-initiated challenge lodged within the Acceptance Window, duly filed through authorised channels under Section S2.3 of this Schedule, contesting Non-Delivery, Misdelivery, Partial Fulfilment, or other enumerated issues.

S2.2.2.4 Escrow means the conditional holding of funds by the Company in its capacity as Aggregator and escrow facilitator, pending release, refund, or chargeback in accordance with the mechanisms set out in this Policy and the Company's internal payment/escrow controls. Escrow does not create merchant-of-record, agency, trustee, or fiduciary status for the Company.

S2.2.2.5 Risk Hold means a temporary, case-specific suspension of Escrow release or related payout actions applied by the Company under its internal operational and risk-control framework to address operational, evidentiary, compliance, or fraud-related uncertainties, until such uncertainty is cleared or the case is resolved.

S2.2.2.6 Compliance Freeze means the immediate and non-discretionary suspension of Escrow release, payouts, or transaction processing imposed by the Company under its internal sanctions, AML/CFT, and anti-fraud controls in response to alerts, regulatory or PSP inquiries, or other Applicable Law obligations; during a Compliance Freeze, all applicable SLA timers and Buyer Acceptance Windows are tolled.

S2.2.2.7 Service Level Agreement (SLA) means a binding procedural timeline imposed upon the Company, Buyer, and Seller in the context of Dispute handling, breach of which may affect evidentiary weight, refund entitlement, or escalation to external authorities.

S2.2.3 Interpretative Notes

S2.2.3.1 A Buyer may initiate a Dispute via the authenticated in-Platform messenger integrated into the Storefront. This channel is designated as the primary and preferred method of communication for efficiency and traceability, but it is not exclusive.

S2.2.3.2 The messenger shall automatically embed the relevant Order ID, Buyer account identifier, and timestamp in the Dispute ticket, ensuring technical linkage to the Escrow record.

S2.2.3.3 Submissions through the messenger shall be auto-acknowledged within one (1) hour, with confirmation stored in the Buyer's account dashboard as Proof-of-Submission.

S2.3 Filing Channels (Permissible Interfaces)

S2.3.1 Storefront Messenger

S2.3.1.1 A Buyer may initiate a Dispute via the authenticated in-Platform messenger integrated into the Storefront, which is the primary and preferred channel for Dispute submissions because it ensures secure identity and Order-ID linkage. This channel does not exclude the alternative filing channels set out in Sections S2.3.2 and S2.3.3.

S2.3.1.2 The messenger shall automatically embed the relevant Order ID, Buyer account identifier, and timestamp in the Dispute ticket.

S2.3.1.3 Submissions through the messenger shall be auto-acknowledged within one (1) hour, with confirmation stored in the Buyer's account dashboard as Proof-of-Submission.

S2.3.2 Dedicated Support Email

S2.3.2.1 A Buyer may initiate a Dispute by sending an email to the Company's designated support address, as published on the Storefront.

S2.3.2.2 The email must originate from the Buyer's account-linked address registered on the Platform; otherwise, additional verification (identity check, Order ID confirmation) shall be required.

S2.3.2.3 Email submissions shall be acknowledged by an automated reply within twelve (12) hours, confirming receipt, Order ID, and expected SLA for initial review.

S2.3.3 Escalation to PSP (Buyer-Facing Limitation)

S2.3.3.1 Buyers should first use and exhaust the internal Dispute channels under S2.3.1–S2.3.2 before seeking resolution through a Payment Service Provider ("PSP") or card scheme, so that the Company can form and submit a complete evidence pack.

S2.3.3.2 Where a Buyer escalates to a PSP before completion of the internal process, the Company may treat such escalation as non-aligned with the Platform workflow and proceed on the basis of the evidence available; for the avoidance of doubt, nothing in this Policy limits or waives any statutory or PSP-mandated chargeback rights available to the Buyer under Applicable Law or scheme rules.

S2.3.3.3 The Company reserves the right to submit consolidated evidence packs to the PSP only after completion of the internal process defined herein.

S2.3.4 Integrity & Retention

S2.3.4.1 All Dispute submissions, irrespective of channel, shall be logged in the Company's secure repository in accordance with the Data & Information Security Policy.

S2.3.4.2 Minimum retention of Dispute submissions shall be eighteen (18) months, and shall automatically extend where required under AML, CFT, Sanctions, PSP or card-scheme mandates, or while a related dispute, chargeback, audit, or regulatory inquiry remains active.

S2.3.4.3 Submissions shall be hash-verified and cross-referenced to the Escrow record for auditability.

S2.4 Form Requirements (Mandatory Particulars)

S2.4.1 Order Identification

S2.4.1.1 Each Dispute submission must include the unique Order ID generated by the Platform.

S2.4.1.2 Where the Order has been placed via a White-Label Storefront operated by an Influencer or Partner, the corresponding Storefront identifier must also be specified.

S2.4.1.3 The submission shall indicate the relevant game or title, the Delivery Method employed (Mailbox, Auction House, Face-to-Face, Comfort Trade, Auction Settlement), and the transaction timestamp(s) corresponding to the alleged fulfilment or attempted fulfilment event.

S2.4.2 Party Details

S2.4.2.1 The Buyer shall provide the account email registered on the Platform.

S2.4.2.2 Where applicable, the Buyer shall provide all relevant in-game character names, account identifiers, or handles to which delivery was intended.

S2.4.2.3 If known, the Buyer shall provide the Seller alias or identifier used within the Storefront for cross-reference.

S2.4.3 Issue Classification

S2.4.3.1 The Buyer shall categorise the Dispute into one of the following issue classes:

S2.4.3.1.1 Non-Delivery (no items/currency received);

S2.4.3.1.2 Partial Fulfilment (only a fraction of the agreed quantity delivered);

S2.4.3.1.3 Misdelivery (delivered to the wrong account/character);

S2.4.3.1.4 Quality/Quantity Variance (incorrect item type, denomination, or volume);

S2.4.3.1.5 Unauthorized Access (suspicious account entry, forced logout, or activity traceable to Seller during fulfilment);

S2.4.3.1.6 Publisher Enforcement (ban, wipe, or transfer lock alleged to have impacted fulfilment);

S2.4.3.1.7 Self-Intervention (premature login, password reset, credential modification by Buyer);

S2.4.3.1.8 Other (requiring a concise narrative explanation).

S2.4.4 Factual Particulars

S2.4.4.1 The Buyer must provide a concise chronology of relevant events, including dates, times, and in-game contexts.

S2.4.4.2 The Buyer must specify the precise location and time of any attempted Face-to-Face rendezvous, Mailbox dispatch, Auction House listing, or Comfort Trade credential access window.

S2.4.4.3 Where multiple delivery attempts or tranches occurred, each must be separately identified and described.

S2.4.5 Artefacts

S2.4.5.1 The Buyer must attach or link all available Artefacts that constitute Proof-of-Fulfilment or contrary evidence, in accordance with the minimum standards enumerated in Schedule 1.

S2.4.5.2 Accepted Artefact types include, without limitation: screenshots, screen-recordings, log extracts, server confirmations, and escrow system entries.

S2.4.5.3 Artefacts must be clear, unaltered, and time-stamped; where file size limits prevent upload, secure links may be provided.

S2.4.5.4 Failure to provide Artefacts may result in adjudication solely on the basis of Seller PoF and Platform logs.

S2.4.6 Buyer Undertakings

S2.4.6.1 The Buyer shall confirm that they did not engage in Self-Intervention during the fulfilment process (e.g., by logging in prematurely, altering credentials, or modifying account security).

S2.4.6.2 Where applicable (e.g., EA FC credential-based fulfilment), the Buyer shall undertake to cooperate with forensic access protocols, including provision of temporary access credentials strictly limited to the relevant Order.

S2.4.6.3 The Buyer shall acknowledge that timelines may be tolled (suspended) under Compliance Freeze or Risk Hold, pursuant to the Internal Guidelines on Contract Administration and User Agreement Management, and that refunds may be delayed accordingly.

S2.4.7 Contact and Availability

S2.4.7.1 The Buyer must indicate their preferred contact method for Dispute updates (e.g., Storefront messenger, email).

S2.4.7.2 The Buyer must specify their time zone for scheduling purposes.

S2.4.7.3 The Buyer must provide windows of availability in case live verification or synchronous checks are required during the investigation.

S2.4.8 Completeness Check

S2.4.8.1 Incomplete or materially deficient submissions may be rejected without prejudice, provided the Buyer is given an opportunity to resubmit within the Acceptance Window.

S2.4.8.2 Submissions meeting the minimum particulars under this Section shall be deemed valid and shall trigger suspension of Escrow release pending investigation.

S2.5 Submission SLAs (From Buyer to Company)

S2.5.1 Timeliness

S2.5.1.1 A Dispute must be filed within the Acceptance Window applicable to the relevant Order, as defined in the Policy.

S2.5.1.2 Late submissions shall be deemed inadmissible save for:

S2.5.1.2.1 Tolling circumstances under S2.7 (Risk Holds and Compliance Freezes), where the countdown is suspended until clearance; or

S2.5.1.2.2 Fraud exceptions under S2.10, where demonstrable fraud or account compromise is alleged and substantiated to the Company's reasonable satisfaction.

S2.5.1.3 For the avoidance of doubt, the filing deadline shall be calculated from the timestamp of deemed fulfilment (Acceptance or Auto-Confirmation), as logged in the Escrow system.

S2.5.2 Completeness

S2.5.2.1 A Dispute submission shall include all mandatory particulars enumerated in S2.4 (Form Requirements).

S2.5.2.2 Submissions lacking one or more particulars or Artefacts may nonetheless be provisionally accepted, provided the Buyer has at least identified the Order ID and classification of the issue.

S2.5.2.3 The Company shall issue a formal "cure request" pursuant to S2.6.3, granting the Buyer a fixed period (not less than twenty-four (24) hours within the Acceptance Window) to provide missing particulars or Artefacts.

S2.5.2.4 Failure to cure within the allotted period may result in the Dispute being adjudicated on the basis of Seller PoF and Platform logs alone.

S2.5.3 Acknowledgment of Receipt

S2.5.3.1 The Company shall acknowledge receipt of any properly filed Dispute via the same channel of submission:

S2.5.3.1.1 Storefront Messenger submissions shall be auto-acknowledged within one (1) hour;

S2.5.3.1.2 Support Email submissions shall be acknowledged (automated or manual) within twelve (12) hours.

S2.5.3.2 Such acknowledgment shall confirm the Order ID, timestamp of filing, and initial SLA for triage review.

S2.5.3.3 Acknowledgments shall be logged and retained as part of the Proof-of-Submission artefact set under Schedule 1.

S2.5.4 Escrow Tolling upon Filing

S2.5.4.1 Upon receipt of a valid Dispute submission (whether complete or provisionally accepted), the Escrow release shall be automatically suspended pending resolution.

S2.5.4.2 The suspension shall apply notwithstanding Auto-Confirmation logic, subject only to express carve-outs under Applicable Law.

S2.5.4.3 If the Dispute is subsequently rejected for lateness, insufficiency, or bad faith, Escrow release may resume without further notice to the Buyer.

S2.5.5 Auditability and Logging

S2.5.5.1 All submissions and acknowledgments under this Section shall be logged in accordance with the Company's internal audit and compliance framework.

S2.5.5.2 Each submission shall be hash-verified (SHA-256 or equivalent), time-stamped, and cross-referenced to the relevant Order ID for evidentiary reliability.

S2.5.5.3 Records shall be retained for not less than eighteen (18) months from the date of submission.

S2.5.5.4 Retention shall automatically extend up to five (5) years where mandated by:

(i) AML/CFT obligations;

(ii) Sanctions enforcement and reporting requirements;

(iii) PSP chargeback or dispute evidence rules; or

(iv) an active or ongoing Dispute, investigation, or regulatory inquiry.

S2.5.5.5 Upon expiry of the applicable retention period, all records shall be subject to secure deletion in accordance with the Data & Information Security Policy, with deletion events logged under the Internal Audit & Compliance Policy.

S2.6 Intake, Acknowledgment and Triage (Company SLAs)
S2.6.1 Acknowledgment

S2.6.1.1 Within twenty-four (24) hours of receipt of a properly filed or provisionally accepted Dispute, the Company shall acknowledge the filing through the same channel of submission.

S2.6.1.2 The acknowledgment shall include assignment of a unique Case ID, confirmation of the linked Order ID, timestamp of receipt, and baseline SLA milestones.

S2.6.1.3 The acknowledgment shall be stored as part of the Proof-of-Submission artefact set under Schedule 1, and retained in accordance with S2.5.5.

S2.6.2 Escrow Freeze

S2.6.2.1 Upon acknowledgment, all Escrow associated with the relevant Order ID shall be automatically frozen pending triage. Such freeze suspends the release of funds but does not impose any additional fee, charge, or penalty on the Buyer or Seller.

S2.6.2.2 For avoidance of doubt, Escrow under this Policy is provided free of charge. No deposit, custody, or storage fees shall accrue during the freeze. The only deductions applicable remain the standard PSP transaction fees disclosed under the Internal Guidelines on Contract Administration and User Agreement Management.

S2.6.2.3 Where Escrow has already been released under Auto-Confirmation and no tolling applies, no freeze shall be enacted.

S2.6.2.4 The Buyer shall be notified in the Storefront dashboard that Escrow is suspended, together with a link to the applicable Policy excerpts (Refund, Delivery & Fulfilment, Escrow & Payment).

S2.6.3 Cure Request

S2.6.3.1 Within forty-eight (48) hours of acknowledgment, the Company shall review the Dispute submission for completeness under S2.5.2.

S2.6.3.2 Where mandatory particulars or artefacts are missing, the Company shall issue a formal Cure Request, specifying the deficiencies, the evidence required, and the method of submission.

S2.6.3.3 The Cure Request shall grant a cure period of not less than forty-eight (48) hours (within the Acceptance Window, save where tolling applies).

S2.6.3.4 Failure to cure within the allotted period may result in adjudication based solely on Seller-provided Proof-of-Fulfilment and Platform logs.

S2.6.3.5 Cure Requests and responses thereto shall be logged, hash-verified, and retained in the Company's secure repository.

S2.6.4 Triage Determination

S2.6.4.1 Within seventy-two (72) hours of acknowledgment (excluding tolled periods under S2.7), the Company shall classify the case into one of the following categories:

(a) Evidentiary Sufficiency — Artefacts provided satisfy the minimum Proof-of-Fulfilment requirements under Schedule 1 and the matter proceeds to resolution.

(b) Evidentiary Deficiency — Artefacts are incomplete, inconsistent, or inadmissible; additional submissions or forensic verification required.

(c) Regulatory Referral — Case involves suspected fraud, AML/CFT triggers, Sanctions exposure, or PSP chargeback rules, and must be escalated to external authorities or the Payment Service Provider.

(d) Forensic Path (Game-Specific Exception) — Where delivery involves ecosystems subject to heightened fraud risk or enforcement sensitivity (e.g., EA FC / FIFA or equivalent), the case is routed into a special forensic workflow for deeper analysis.

S2.6.4.2 The triage classification and rationale shall be communicated to both Buyer and Seller via the Storefront, with a corresponding Case ID update in the dashboard.

S2.6.4.3 The Company shall document each triage outcome under the Internal Audit & Compliance Policy for periodic review and SLA monitoring.

S2.6.5 SLA Compliance and Auditability

S2.6.5.1 All steps under this Section shall be timestamped, logged, and retained as auditable artefacts.

S2.6.5.2 SLA breaches (delays beyond the defined 24/48/72-hour windows) shall be flagged internally and reported during quarterly Internal Audit reviews.

S2.6.5.3 Persistent SLA breaches may trigger remedial training, escalation to management, or amendments to operational procedures.

S2.7 Tolling Rules (Risk Holds and Compliance Freezes)

S2.7.1 Triggering Events

S2.7.1.1 A Compliance Freeze shall be automatically triggered upon detection of one or more of the following events:

(a) AML/CFT alerts, including but not limited to suspicious transaction patterns, unusual funding sources, or repeated structuring attempts;

(b) Sanctions hits, including potential or actual matches against OFAC, EU, OFSI, UN, UAE, or other Applicable Sanctions Lists;

(c) Fraud typologies, including account compromise, credential abuse, identity mismatch, or bot-driven activity;

(d) Payment Service Provider ("PSP") or regulatory inquiries, whether formal or informal, including chargeback reviews or Financial Intelligence Unit requests;

(e) Anomaly scores or automated risk-scoring thresholds, generated under the Company's fraud-detection or compliance systems.

S2.7.2 Effect of Tolling

S2.7.2.1 Upon imposition of a Compliance Freeze, all Service Level Agreement ("SLA") clocks, Buyer Acceptance Windows, and auto-confirmation countdowns are suspended in full for the duration of the Freeze.

S2.7.2.2 Escrow release is paused automatically and irrevocably for the duration of the Freeze, notwithstanding any Auto-Confirmation logic.

S2.7.2.3 For avoidance of doubt, the Freeze does not impose any fee, penalty, or charge upon either Buyer or Seller. Escrow remains free of charge, and no deposit, custody, or storage fee shall accrue.

S2.7.3 Notice of Tolling

S2.7.3.1 The Company shall place a visible "Hold Indicator" in the Storefront case timeline, marking the case as tolled.

S2.7.3.2 The Buyer and Seller shall each be notified through their respective dashboards and/or registered email addresses that all applicable timelines have been suspended.

S2.7.3.3 Such notice shall specify the triggering category (e.g., AML alert, sanctions hit, PSP inquiry) without disclosing sensitive investigative details that may compromise compliance processes.

S2.7.4 Resumption

S2.7.4.1 Upon clearance or closure of the underlying risk event, SLA clocks and acceptance deadlines shall resume from the precise point at which they were tolled.

S2.7.4.2 The Company shall issue a resumption notice to both Buyer and Seller, expressly stating the remaining time available for SLA, Acceptance Window, or other applicable countdowns.

S2.7.4.3 Where regulatory or PSP determinations impose extended freezes or mandate transaction reversals, such determinations shall prevail over this Policy, mutatis mutandis.

S2.7.5 Auditability

S2.7.5.1 All Freeze and Resumption events shall be logged, timestamped, and hash-verified under the Company's Internal Audit & Compliance Policy.

S2.7.5.2 Records shall be retained for no less than twelve (12) months, or longer where mandated by AML, CFT, Sanctions, PSP requirements, or an active Dispute.

S2.8 Investigation Steps (Standard Workflow)

S2.8.1 Record Correlation

S2.8.1.1 Upon initiation of the investigation, the Company shall correlate the Buyer's Dispute submission with the corresponding Order ID, Escrow record, and system logs maintained under the Internal Guidelines on Contract Administration and User Agreement Management.

S2.8.1.2 Such correlation shall include verification of: (a) Buyer and Seller identities; (b) Delivery Method as selected at checkout; (c) timestamp of fulfilment or auto-confirmation; and (d) transaction metadata.

S2.8.1.3 Any discrepancies shall be flagged for further evidentiary review.

S2.8.2 Schedule 1 Alignment

S2.8.2.1 The Company shall evaluate all submitted artefacts against the Method-specific minimum standards defined in Schedule 1 (Evidence Matrix & Minimum Proof-of-Fulfilment by Method).

S2.8.2.2 Where submissions are incomplete or fail admissibility criteria under S1.2, the Buyer shall be notified, and a Cure Request may be issued pursuant to S2.6.3.

S2.8.2.3 If artefacts fall below the mandatory minimum, the Dispute shall be provisionally classified as evidentiary deficiency, subject to Seller production under S2.8.3.

S2.8.3 Seller Production

S2.8.3.1 The Seller shall be required to produce Primary Artefacts meeting the standards of Schedule 1 within seventy-two (72) hours of the Company's request.

S2.8.3.2 Failure by the Seller to comply within the allotted period shall shift the evidentiary balance under S1.5 (Evidentiary Weight and Burden of Proof) in favour of the Buyer, subject always to verification against system logs.

S2.8.3.3 Sellers remain under a continuing obligation to preserve artefacts for the retention periods specified in Schedule 1, and failure to do so shall not excuse non-production.

S2.8.4 Platform Reconnaissance (Internal Telemetry)

S2.8.4.1 The Company shall extract and review relevant telemetry data from its systems, including: login/IP records, session identifiers, in-game trade events, Auction House listings, dispatch timestamps, and escrow fund movements.

S2.8.4.2 Such data shall be cross-checked against artefacts provided by the Parties, and discrepancies shall be noted in the investigation file.

S2.8.4.3 Where Company logs contradict Seller artefacts, Company logs shall prevail unless compelling contrary proof is produced.

S2.8.5 Forensic Access (Comfort Trade / EA FC / FIFA Exception)

S2.8.5.1 Where the Dispute concerns Comfort Trade or Delivery Methods subject to Publisher-specific enforcement risks (notably EA FC/FIFA), the Company may request limited, single-order-scope credential access strictly for investigative purposes.

S2.8.5.2 Such access shall be governed by Schedule 5 (Forensic Access Protocol), ensuring that credentials are not retained beyond the immediate investigative task.

S2.8.5.3 Refusal by either Party to cooperate with credential provision or live verification may result in the case being adjudicated on the basis of Company logs and escrow records alone.

S2.8.6 Third-Party Validation (Auction Settlement)

S2.8.6.1 Where an Auction Settlement involves an external marketplace or third-party platform, the Company may, where technically and contractually permissible, request or obtain settlement confirmations from such platform and use them for reconciliation with the Order ID and Escrow records. Where such confirmations cannot be obtained, the Company shall proceed on the basis of Seller-provided artefacts and internal Platform telemetry.

S2.8.6.2 Settlement artefacts shall be reconciled with the Company's escrow records, and the external evidence must reference the same Order ID for admissibility.

S2.8.6.3 In the absence of Order ID correlation, the Company may apply diminished evidentiary weight unless corroborated by escrow and telemetry records.

S2.8.7 Risk Assessment (Coverage & Exclusions)

S2.8.7.1 The Company shall review the circumstances of fulfilment for evidence of Buyer Self-Intervention (including premature logins, password resets, or backup code changes) or Publisher Enforcement events (including bans, wipes, or anti-cheat lockouts).

S2.8.7.2 Such events shall be classified in accordance with the Coverage & Exclusions Matrix annexed to the Policy suite, and may reduce or eliminate refund eligibility.

S2.8.7.3 Where both Self-Intervention and Publisher Enforcement are present, priority shall be given to classifying the proximate cause of delivery failure.

S2.8.8 Preliminary Determination

S2.8.8.1 Following evidentiary review, the Company shall draft a Preliminary Determination setting out its provisional position.

S2.8.8.2 Outcomes may include: (a) full refund; (b) pro-tanto refund (partial compensation); (c) denial of refund; or (d) order re-performance (where technically feasible).

S2.8.8.3 The rationale for the Preliminary Determination shall be expressly mapped to: (i) artefact sufficiency under Schedule 1; and (ii) classification under the Coverage & Exclusions Matrix.

S2.8.8.4 The Preliminary Determination shall be shared with both Buyer and Seller, who may submit rebuttals or supplementary artefacts within a defined rebuttal window prior to Final Determination.

S2.9 Interim Communications and Update Cadence

S2.9.1 Periodic Updates

S2.9.1.1 The Company shall provide status updates to both the Buyer and the Seller on a periodic and traceable basis while the case remains open, and in any event as reasonably practicable having regard to tolling events, third-party involvement (PSP/regulator), and the availability of new information.

S2.9.1.2 Such obligation shall exclude periods tolled under S2.7 (Risk Holds and Compliance Freezes), during which updates shall instead reflect the Freeze status and the nature of the tolling event.

S2.9.1.3 Periodic updates shall include, at minimum: (a) current case stage, (b) outstanding evidence or Cure Requests, and (c) anticipated next procedural step.

S2.9.2 Milestone Notices

S2.9.2.1 In addition to periodic updates, the Company shall issue milestone-specific notices to both Parties upon the occurrence of any of the following events:

(a) Completion of triage under S2.6.4, including the classification outcome;

(b) Receipt and logging of Seller-produced evidence under S2.8.3;

(c) Issuance or receipt of forensic access requests pursuant to Schedule 5 (Forensic Access Protocol);

(d) Escalation to Payment Service Providers (PSP) or regulators, including indication of the external authority involved; and

(e) Determination that the case is decision-ready, with timeline for issuing the Preliminary or Final Determination under S2.8.8.

S2.9.2.2 Milestone notices shall be deemed part of the Proof-of-Submission and Proof-of-Communication artefact sets and retained under Schedule 1 for audit and regulatory purposes.

S2.9.3 Buyer and Seller Duties

S2.9.3.1 Both Parties shall respond to Company inquiries, Cure Requests, or evidentiary prompts within forty-eight (48) hours of receipt, unless otherwise tolled under S2.7.

S2.9.3.2 Non-response within the prescribed timeframe may be construed against the silent Party, such that evidentiary weight may be shifted in favour of the cooperating Party where evidence is otherwise sufficient.

S2.9.3.3 Where both Parties fail to respond, the Company shall adjudicate on the basis of available artefacts, Platform logs, and escrow records, with diminished tolerance for unsupported claims.

S2.9.4 Auditability and Logging

S2.9.4.1 All interim updates, milestone notices, and Party communications under this Section shall be logged in the Company's secure repository in accordance with the Data & Information Security Policy.

S2.9.4.2 Each record shall be hash-verified, timestamped, and cross-referenced to the unique Case ID for evidentiary integrity.

S2.9.4.3 Records of communications shall be retained for not less than twelve (12) months, or longer where mandated by AML/CFT, Sanctions, PSP rules, or ongoing Disputes.

S2.10 Decision Standards and Outcomes

S2.10.1 Standard of Proof

S2.10.1.1 All Disputes shall be adjudicated on the basis of the preponderance of evidence, meaning that the version of events supported by the greater weight of credible and admissible artefacts shall prevail.

S2.10.1.2 Primary Artefacts as defined in Schedule 1 (screenshots, logs, system records, recordings) shall carry superior evidentiary weight over Secondary Artefacts (chat logs, confirmations, narrative statements).

S2.10.1.3 Where Primary Artefacts are absent or deficient, the Company may rely upon Platform telemetry, escrow records, and compliance logs to reach a determination.

S2.10.2 Outcomes

S2.10.2.1 Possible outcomes of a Dispute adjudication shall include the following categories:

(a) Full Refund — where no Proof-of-Fulfilment is established or Buyer's claim is fully sustained;

(b) Pro-Tanto Refund (Partial Refund) — where partial fulfilment or mixed liability is established, with recorded cause in the case file;

(c) Denial — where Seller's Proof-of-Fulfilment is found sufficient and Buyer's claim is unsupported, with rationale provided to the Buyer;

(d) Re-Performance Opportunity — where technical re-performance of delivery is feasible and agreed by both Parties, subject to a defined window and without prejudice to Buyer's refund rights if re-performance fails;

(e) Administrative Closure — where the case is withdrawn by the Buyer, duplicative of another case, or manifestly unfounded (including bad-faith filings or lack of jurisdiction).

S2.10.2.2 Each outcome shall be documented in the case record, with reference to the evidentiary basis under Schedule 1 and classification under the Coverage & Exclusions Matrix.

S2.10.3 Late Disputes

S2.10.3.1 Disputes filed outside the Acceptance Window shall be inadmissible, subject to the following exceptions:

(a) where a Compliance Freeze under S2.7 persisted throughout the entirety of the Acceptance Window, suspending SLA and Buyer rights; or

(b) where demonstrable fraud, account compromise, or material misrepresentation is reasonably established to the Company's satisfaction.

S2.10.3.2 Fraud-based exceptions shall require corroborating evidence (e.g., platform logs, PSP notifications, or law enforcement reports).

S2.10.4 Decision SLA

S2.10.4.1 Absent tolling under S2.7 or dependencies on third-party validation (e.g., Payment Service Providers, external auction platforms, regulators), a final determination shall be issued within seven (7) calendar days from the date of acknowledgment of the Dispute.

S2.10.4.2 Where tolling or third-party involvement extends the timeline, the Company shall issue interim notices under S2.9, stating the revised expected date of decision.

S2.10.5 Escrow Disposition

S2.10.5.1 Upon issuance of a Final Determination, the Escrow funds associated with the Order shall be released, reversed, or partially released in strict accordance with the decision outcome.

S2.10.5.2 Escrow disposition shall follow the mechanics defined in the Internal Guidelines on Contract Administration and User Agreement Management, mutatis mutandis, and subject to any applicable PSP constraints.

S2.10.5.3 Where a refund or partial refund is ordered, the method and timeline of reimbursement shall conform to PSP rules and be disclosed to the Buyer in the final notice.

S2.10.5.4 All Escrow actions (release, reversal, or hold) shall be timestamped, hash-verified, and logged as part of the case record under Schedule 1 retention rules.

S2.10.6 Finality and Appeals

S2.10.6.1 Decisions issued under this Section shall be final and binding within the framework of the Policy, subject only to:

(a) overriding mandatory provisions of Applicable Law; or

(b) escalation or chargeback procedures initiated by a Payment Service Provider or regulator.

S2.10.6.2 Appeals within the Platform are not provided, save where material new evidence is introduced that was unavailable during the original case.

S2.11 Escalation to PSPs and Regulators
S2.11.1 PSP Engagement

S2.11.1.1 Where a Payment Service Provider ("PSP"), including but not limited to PayTabs, initiates a chargeback, retrieval request, or equivalent consumer-protection process, the Company shall compile and submit an evidence pack in accordance with the Company's then-current internal PSP / payment-network evidence and submission standards, using the artefacts collected under this Policy.

S2.11.1.2 The evidence pack shall include, at minimum: (a) the relevant Order record; (b) escrow and payment transaction logs; (c) Schedule 1 artefacts provided by Buyer and Seller; (d) Platform system logs; and (e) a structured chronology of events.

S2.11.1.3 Evidence submitted to PSPs shall comply with PCI DSS Level 1 requirements, ensuring that no cardholder data is exposed, and that all files are encrypted and transmitted only through PSP-approved secure channels.

S2.11.2 Regulatory Referral

S2.11.2.1 Where AML/CFT alerts, sanctions matches, fraud typologies, or suspicious activity indicators meet mandatory reporting thresholds under Applicable Law, the Company shall file the requisite Suspicious Transaction/Activity Report ("STR/SAR") without delay using the competent authority channel (e.g., goAML in the UAE, SAR Online in the UK, OFAC/OFSI portals, or equivalent).

S2.11.2.2 In such cases, the associated Order and all linked transactions shall remain under Compliance Freeze until clearance or further instruction from the competent authority.

S2.11.2.3 Records of such referrals shall be maintained under the Internal Audit & Compliance Policy and retained for not less than five (5) years in accordance with AML/CFT and sanctions regulations.

S2.11.3 Cooperation Duty

S2.11.3.1 Both Buyer and Seller shall provide, within forty-eight (48) hours of request, any additional information or artefacts reasonably required by the Company to respond to PSP chargebacks, retrievals, or regulatory reporting obligations.

S2.11.3.2 Such cooperation may extend to provision of: (a) identity verification or KYC/KYB documentation; (b) additional screenshots, logs, or artefacts not previously submitted; (c) confirmation of account ownership; and (d) other supporting records required by PSPs or regulators.

S2.11.3.3 Failure to cooperate within the prescribed timeframe may result in adverse inference being drawn against the non-cooperating Party, denial of refund, or termination of access to the Platform.

S2.11.4 SLA Impact

S2.11.4.1 Engagements with PSPs or regulators supersede internal SLA timelines defined in this Schedule.

S2.11.4.2 The Company shall nonetheless continue to provide periodic updates to both Parties in accordance with S2.9 (Interim Communications), clarifying that resolution is contingent on external authority action.

S2.11.4.3 Where PSP or regulatory timelines exceed internal standards, the Company's decision-making process shall be tolled until final outcome is received, without prejudice to Escrow Freezes already in effect.

S2.11.5 Final Disposition

S2.11.5.1 Outcomes of PSP chargeback proceedings or regulatory determinations shall be binding upon the Company to the extent required by Applicable Law and PSP contractual obligations (including those of PayTabs).

S2.11.5.2 Escrow and refund dispositions shall be adjusted accordingly, with records logged and retained as part of the case file under Schedule 1 retention rules.

S2.11.5.3 Where PSP or regulator instructions conflict with internal Policy provisions, the external instructions shall prevail to the extent of such conflict, without prejudice to the Company's contractual disclaimers and Buyer/Seller obligations.

S2.11.5.4 For avoidance of doubt, the publication of Refund, Dispute, Delivery, Return, and Privacy Policies on the Storefront — as mandated by PSP requirements — shall serve as advance disclosure to Buyers, and acknowledgment thereof shall form part of the Proof-of-Consent artefact set.

S2.12 Appeals and Reconsideration

S2.12.1 Appeal Window

S2.12.1.1 Either Party (Buyer or Seller) may request reconsideration of a Decision within five (5) calendar days of the issuance of the Decision notice, as recorded in the Company's secure repository and communicated via the original submission channel.

S2.12.1.2 Appeals filed outside this five (5) day period shall be inadmissible, save where:

S2.12.1.2.1 tolling applies under S2.7 (Risk Holds and Compliance Freezes); or

S2.12.1.2.2 demonstrable fraud, misrepresentation, or identity compromise is alleged with substantiated artefacts.

S2.12.1.3 For avoidance of doubt, the five (5) day Appeal Window runs independently of any PSP chargeback window or statutory consumer right of withdrawal; PSP or regulator-driven processes shall prevail where legally mandatory.

S2.12.2 Grounds and Form of Appeal

S2.12.2.1 An Appeal must be based upon a specific and identifiable factual or evidentiary error, material omission, or procedural irregularity in the Company's initial Decision.

S2.12.2.2 Appeals framed solely as dissatisfaction with outcome, without substantiated error, shall be summarily declined.

S2.12.2.3 The Appeal submission must:

S2.12.2.3.1 cite the original Case ID;

S2.12.2.3.2 identify the precise element of the Decision contested;

S2.12.2.3.3 specify the nature of the alleged error; and

S2.12.2.3.4 append any new Artefacts relied upon, subject to S2.12.3.

S2.12.3 Admissibility of New Evidence

S2.12.3.1 Only Artefacts that could not reasonably have been provided during the original Dispute process shall be admissible.

S2.12.3.2 Cumulative or repetitive Artefacts, duplicative of those already considered, may be declined without further review.

S2.12.3.3 The burden rests upon the submitting Party to demonstrate why the new Artefacts were unavailable earlier and how they materially alter the evidentiary balance.

S2.12.3.4 For avoidance of doubt, Appeals shall not serve as an opportunity for wholesale re-litigation of previously decided matters.

S2.12.4 Appeal Procedure

S2.12.4.1 Upon receipt of an admissible Appeal, the Company shall issue acknowledgment within twenty-four (24) hours and freeze any pending Escrow release associated with the contested Decision.

S2.12.4.2 The Appeal shall be reviewed by a reviewer or officer who was not the original Decision-maker on the case and who is functionally independent for the purposes of the Appeal, so as to ensure impartiality and procedural fairness within the Company's internal structure.

S2.12.4.3 The Company may, where deemed necessary, request supplemental clarifications from either Party; such requests shall specify a deadline not shorter than forty-eight (48) hours.

S2.12.4.4 Failure to respond within the deadline may result in the Appeal being adjudicated on the basis of the evidence already on file.

S2.12.5 Appeal Determination

S2.12.5.1 The Company shall determine the Appeal within five (5) calendar days of complete submission (inclusive of supplemental clarifications), subject always to tolling rules under S2.7.

S2.12.5.2 Outcomes of Appeal may include:

S2.12.5.2.1 Uphold — Decision confirmed with rationale restated;

S2.12.5.2.2 Modify — Decision partially amended, including revised refund/release terms;

S2.12.5.2.3 Reverse — Decision overturned, with Escrow disposition adjusted accordingly;

S2.12.5.2.4 Dismiss — Appeal rejected as inadmissible, unsubstantiated, or repetitive.

S2.12.5.3 The Appeal outcome shall be final and binding within the contractual framework of the Policy, save for:

S2.12.5.3.1 mandatory consumer rights under Applicable Law; or

S2.12.5.3.2 overriding PSP/regulatory instructions binding on the Company.

S2.12.6 Auditability and Recordkeeping

S2.12.6.1 All Appeal submissions, Artefacts, and outcomes shall be logged, hash-verified, and retained as part of the Dispute case file under the retention rules of Schedule 1.

S2.12.6.2 Records of Appeals shall be subject to periodic review by the Company's Internal Audit & Compliance function to ensure procedural fairness and consistency across cases.

S2.13 Closure, Recordkeeping and Audit

S2.13.1 Closure Notice

S2.13.1.1 Upon issuance of a final Decision (including original determination or Appeal outcome under S2.12), the Company shall transmit a formal Closure Notice to both Parties via the same channel of submission (Storefront Messenger or Support Email).

S2.13.1.2 The Closure Notice shall set out, in clear and precise terms:

S2.13.1.2.1 the Case ID and Order ID;

S2.13.1.2.2 the final outcome (refund, pro-tanto refund, denial, re-performance, or administrative closure);

S2.13.1.2.3 the rationale for such outcome, including references to applicable provisions of this Policy, Schedule 1, and any incorporated policies;

S2.13.1.2.4 the Escrow disposition (release, reversal, or partial allocation); and

S2.13.1.2.5 any additional instructions binding upon the Parties, including timelines for re-performance or restrictions arising from compliance actions.

S2.13.1.3 Closure Notices shall constitute binding records for evidentiary purposes and shall be preserved in the Company's secure repository as part of the Proof-of-Submission artefact set under Schedule 1.

S2.13.2 Record Retention

S2.13.2.1 Complete case files, including but not limited to Buyer and Seller submissions, Company acknowledgments, logs, notices, evidentiary artefacts, determinations, and Closure Notices, shall be retained for not less than the minimum periods stipulated in Schedule 1.

S2.13.2.2 Where Applicable Law, PSP rules (including PayTabs), or regulatory obligations (AML, CFT, Sanctions) mandate longer retention (e.g., five (5) years or more), such longer retention shall prevail.

S2.13.2.3 Retained records shall be subject to the Data & Information Security Policy, including encryption at rest, access control, audit logging, and secure deletion upon expiry of retention.

S2.13.2.4 For avoidance of doubt, Parties shall not be entitled to unilateral deletion of records during the retention period; all recordkeeping is centralised under the Company's compliance obligations.

S2.13.3 Audit Trail and Oversight

S2.13.3.1 All actions in the lifecycle of a Dispute (filing, acknowledgment, cure requests, triage, evidence intake, interim updates, decisions, appeals, and closure) shall be contemporaneously time-stamped, hash-verified (SHA-256 or equivalent), and stored in the Company's secure repository.

S2.13.3.2 Internal Audit & Compliance shall have authority to review Dispute case files and may conduct quarterly sampling of closed cases to assess adherence to SLA timelines, evidentiary standards, and procedural fairness.

S2.13.3.3 Red-team exercises and falsification testing may be performed to evaluate the robustness of evidentiary artefacts and to detect potential tampering or manipulation, in accordance with the Internal Audit & Compliance Policy.

S2.13.3.4 Findings from such audits shall be documented, with remedial actions or process improvements tracked to closure; systemic breaches may be escalated to senior management, the Risk Committee, or, where appropriate, to PSPs and regulators.

S2.13.4 External Inspection Readiness

S2.13.4.1 All retained records and audit trails must be capable of being produced without undue delay in response to lawful regulatory or PSP inspection, including but not limited to:

S2.13.4.1.1 AML/CFT supervisory authorities (including competent financial-intelligence units and other regulators with lawful remit);

S2.13.4.1.2 Sanctions enforcement bodies (including, where applicable, OFAC, OFSI, EU competent authorities, and the UAE Central Bank or other local authority);

S2.13.4.1.3 Payment Service Providers ("PSPs") and card/payment networks involved in dispute-management or chargeback proceedings; and

S2.13.4.1.4 Courts or arbitral tribunals, where disclosure is compelled under Applicable Law.

S2.13.4.2 Each such production shall be documented and logged, including the identity of the requesting authority or PSP/network, the scope of records disclosed, and the date/time of disclosure.

S2.14 Special Provisions (Method-Specific and Exceptional)

S2.14.1 Comfort Trade (Credential-Based Access)

S2.14.1.1 Under no circumstances may the Seller retain, duplicate, or otherwise store Buyer credentials following the completion of fulfilment. Any such retention constitutes a material breach of this Policy and may result in sanctions, forfeiture of Escrow, suspension, or termination of Seller status.

S2.14.1.2 For Proof-of-Fulfilment, logout confirmation must accompany before-and-after balance artefacts as set out in Schedule 1.

S2.14.1.3 Where logout confirmation is absent, the Seller may nonetheless establish fulfilment if system logs (e.g., session termination records, IP/session identifiers) independently and unambiguously demonstrate:

(a) the point of logout, and

(b) the corresponding change in account balance attributable to the Order ID.

S2.14.1.4 Failure to produce either logout confirmation or log-derived equivalent evidence shall weigh heavily against the Seller in any adjudication, subject only to overriding Escrow system logs held by the Company.

S2.14.2 Auction House Price Tolerance (Buyer-Listed / Seller-Purchased Modality)

S2.14.2.1 Role Allocation and Modus Operandi.

Under the Auction House ("AH") modality, the Buyer lists a low-value placeholder item (the "Placeholder Item") for sale, and the Seller purchases that specific listing at a pre-agreed price in order to transfer the ordered in-game currency. This modality shall be interpreted mutatis mutandis with Schedule 1 (Evidence Matrix & Minimum Proof-of-Fulfilment by Method) and the Delivery & Fulfilment rules published on the Storefront.

S2.14.2.2 Target Price Definition.

For purposes hereof, the "Target Price" ("TP") means the pre-agreed listing price referenced in the Order. TP is calculated as:

(i) the reference market value of the Placeholder Item at the time of listing; plus

(ii) the in-game currency amount intended to be transferred via the listing;

while also taking into account any publisher-imposed transaction taxes, floors, tick sizes, or mandatory increments so that the Buyer ultimately receives (or can be deemed to have received) the intended value. Where the relevant title requires a gross-up or net-of-fee approach, the Storefront instructions for that title shall prevail.

S2.14.2.3 Tolerance Rule (±2%).

A listing and purchase shall be deemed "matched" where the executed price falls within two percent (2%) of the TP (the "Tolerance"), notwithstanding rounding mechanics, forced bid increments, or anti-fraud guardrails imposed by the Publisher, provided the responsible Party produces corroborating logs or artefacts where the variance is attributable to such mechanics.

S2.14.2.4 Buyer Pre-Listing Parameters (Conditions Precedent).

(a) The Buyer shall, within the Acceptance Window, list the Placeholder Item with the Buy Now price set to TP (or the nearest permissible increment), for the agreed listing duration and with the following Marker Criteria (to uniquely identify the listing): player/item name, rating, club, nation, and, where available, chemistry style or equivalent attributes.

(b) The Buyer shall avoid concurrent duplicate listings bearing the same Marker Criteria; if multiple are visible, the Seller may request a re-list to avoid mispurchase.

(c) The Buyer's listing acts as a condition precedent to fulfilment under this method.

S2.14.2.5 Seller Purchase Parameters (Matching Obligation).

(a) The Seller shall purchase that exact listing matching the Marker Criteria and TP (within Tolerance) during the agreed operational window.

(b) The Seller shall not purchase a near-match or any other listing; if duplicates exist, the Seller shall seek confirmation or request re-listing, failing which the purchase may be deemed non-compliant.

S2.14.2.6 Proof-of-Fulfilment (Schedule 1 Controls).

(a) The Buyer shall preserve a pre-purchase screenshot/screen-recording of the listing (Marker Criteria + price + timestamp).

(b) The Seller shall preserve a post-purchase screenshot/screen-recording showing completed purchase of the exact listing.

(c) Where technically available, seller-side or platform logs (listing/purchase confirmations) shall be retained.

(d) All artefacts shall be linked to the Order ID and retained per Schedule 1.

S2.14.2.7 Variance Allocation and Burden of Proof.

(a) Buyer Mislisting. Where the Buyer lists at a price outside the Tolerance without Publisher constraint, or lists an item not meeting Marker Criteria, and the Seller purchases in reliance on the Order, the case shall be classified as Buyer-caused variance; remedy: re-performance via correct re-listing within the Acceptance Window, failing which the Dispute may be denied as against the Buyer.

(b) Seller Mismatch. Where the Buyer's listing meets Marker Criteria and TP (within Tolerance), but the Seller purchases a different item or price outside the Tolerance without constraint evidence,

the variance shall be classified as Seller-caused; remedy: re-performance at Seller cost or pro-tanto adjustment/refund as applicable.

(c) Third-Party Interception ("Sniping"). Where a third party acquires the listing before the Seller's execution despite compliant listing and timely attempt, the risk shall be treated as neutral; remedy: re-listing by the Buyer and prompt re-purchase by the Seller; Escrow remains held pending completion.

(d) Publisher Constraints. Where deviation beyond the Tolerance is unavoidable due to Publisher floors/ticks/taxes, the Party invoking the constraint bears the burden to produce logs or credible artefacts; absent such proof, the variance shall be allocated per sub-clauses (a) or (b) above.

S2.14.2.8 Anti-Abuse and Safety Guardrails.

(a) Neither Party shall instruct the other to set a TP that contravenes Publisher fair-market or anti-abuse protections; any such instruction shall be null and void ab initio.

(b) The Parties acknowledge that repeated attempts to circumvent Publisher safeguards may trigger enforcement (bans/locks); coverage of such enforcement remains governed by S2.14.3 (Publisher Enforcement Events) and any applicable carve-outs.

S2.14.2.9 Market Parity Confirmation.

The Reference Market Value input to TP shall be established using good-faith market parity at the time of listing (e.g., the typical market price of the Placeholder Item), it being understood that the Placeholder Item serves solely as a vehicle to convey the Coin Transfer Amount; for avoidance of doubt, the price tolerance herein governs compliance, not the intrinsic value of the Placeholder Item.

S2.14.2.10 Failure Scenarios and Remedies (Without Prejudice).

(a) If either Party fails to meet its respective conditions precedent (listing or purchase parameters), the Company may order re-performance within the Acceptance Window; if infeasible, a pro-tanto remedy or denial may be applied consistent with the Buyer Remedies Ladder and the Coverage & Exclusions Matrix.

(b) All determinations shall be made on the preponderance standard under S2.10, with Primary Artefacts per Schedule 1 prevailing over narrative claims.

S2.14.3 Publisher Enforcement Events (EA FC / FIFA Carve-Out)

S2.14.3.1 Publisher-driven bans, wipes, rollbacks, or transfer locks shall, mutatis mutandis, be deemed outside standard Buyer protection coverage, as they arise from enforcement of Publisher Internal Guidelines on Contract Administration and User Agreement Management or End User Licence Agreements to which the Company is not a party.

S2.14.3.2 Exception (EA FC / FIFA Carve-Out).

For EA FC (formerly FIFA) transactions, where a Buyer's in-game account is subject to a Publisher-imposed ban, wipe, or transfer lock within twenty-four (24) hours from the precise timestamp of completion of the Seller's last authorised access to the Buyer's account in connection with the relevant Order (Comfort Trade or equivalent credential-based method), the Buyer shall be entitled to a full refund, provided that:

(a) the Buyer submits a Dispute within the twenty-four (24) hour period, including Publisher notification, screenshot, or equivalent artefact evidencing the enforcement action; and

(b) the Buyer cooperates fully with the Company's credential-handling and forensic-verification requirements applicable to such cases, including granting single-order-scope access strictly limited to the disputed transaction so that the Company can confirm timing, scope of access, and causal link to the Order.

S2.14.3.3 Forensic investigation under S2.14.3.2 shall confirm both:

(i) that the ban was imposed by Publisher enforcement mechanisms; and

(ii) that it was causally connected to the disputed delivery executed under the Order.

S2.14.3.4 Beyond this carve-out, no indemnification, reimbursement, or refund shall be available for Publisher enforcement actions, save where expressly mandated by Applicable Law.

S2.14.4 Buyer No-Show (Face-to-Face Deliveries)

S2.14.4.1 In the event of a Buyer failing to appear at a pre-agreed rendezvous for Face-to-Face Delivery, the Seller shall generate and preserve compliant artefacts (screenshot or video capture of attempted delivery, timestamp, and location metadata).

S2.14.4.2 Where the Company is satisfied that a Buyer no-show occurred, the workflow may be converted in accordance with the Operational Manual on Order Execution and Proof-of-Fulfilment Verification to allow for alternative fulfilment (e.g., Mailbox or Auction House transfer).

S2.14.4.3 In such cases, Escrow may be released pro-tanto in favour of the Seller upon production of compliant artefacts, provided the Seller acted in good faith and attempted delivery within the Acceptance Window.

S2.14.4.4 For avoidance of doubt, repeated Buyer no-shows may constitute breach of Buyer undertakings under this Policy and may lead to suspension of Buyer account privileges.

S2.15 Data Protection, Confidentiality and Use of Evidence
S2.15.1 Data Handling

S2.15.1.1 All Dispute-related artefacts and records ("Evidence") shall be collected, stored, and processed strictly in accordance with the Company's Data & Information Security Policy and Privacy & Cookie Policy.

S2.15.1.2 Evidence shall be encrypted both at rest and in transit using industry-standard encryption and shall be maintained only within secure repositories under access controls and audit logging.

S2.15.1.3 Access shall be restricted on a need-to-know basis, limited to authorised staff within the Company's Dispute Resolution, Compliance, or Audit functions.

S2.15.1.4 Retention and secure deletion shall follow the minimum retention periods prescribed under Schedule 1, subject always to longer periods where mandated by Applicable Law (e.g., AML/CFT obligations), Payment Service Provider rules, or an active Dispute.

S2.15.2 Use Limitation

S2.15.2.1 Evidence shall be used solely for the following enumerated purposes:

(a) resolution of Disputes and internal adjudication under this Policy;

(b) preparation of evidence packs in defence of Payment Service Provider retrievals or chargebacks (the Company shall compile and submit an evidence pack in accordance with the Company's internal PSP chargeback and dispute-handling standards applicable at the time of submission (internal document; not publicly disclosed));

(c) internal and external audits conducted under the Company's Internal Audit & Compliance Policy;

(d) satisfaction of regulatory or statutory reporting duties (e.g., AML/CFT suspicious activity reports, sanctions reporting);

save where disclosure is expressly compelled by Applicable Law or regulatory order.

S2.15.2.2 Evidence shall not be disclosed, commercialised, or repurposed for marketing, profiling, or unrelated commercial purposes.

S2.15.3 Redaction and Minimisation

S2.15.3.1 The Company may redact or pseudonymise any element of Evidence which is not material to adjudication or to PSP/regulatory requirements, particularly where such element comprises:

(a) personal identifiers of third parties not party to the Order;

(b) sensitive personal data (e.g., biometric identifiers, financial details unrelated to the Order);

(c) extraneous in-game content not affecting the transaction.

S2.15.3.2 Such redactions shall be documented and retained alongside the original artefact hash (per S1.4 Integrity and Authenticity Controls), ensuring auditability and proof that evidentiary integrity is preserved.

S2.15.4 Cross-Border Transfers

S2.15.4.1 Where Evidence must be transferred outside the United Arab Emirates or the European Economic Area, such transfers shall comply with Applicable Law, including but not limited to the UAE PDPL, GDPR/UK GDPR, and equivalent regimes.

S2.15.4.2 Cross-border transfers to Payment Service Providers (e.g., PayTabs) shall be limited to the minimum dataset necessary to discharge retrieval/chargeback defence obligations, and shall be safeguarded by contractual and technical measures.

S2.15.5 Confidentiality Undertaking

S2.15.5.1 All Parties (Buyer, Seller, Company) acknowledge that Evidence produced under this Policy is confidential and shall not be disclosed outside the dispute resolution process save with prior written consent of the Company or where compelled by law.

S2.15.5.2 Breach of confidentiality obligations by either Party may result in sanctions, termination of access, or reporting to relevant authorities, without prejudice to damages.

S2.15.6 Regulatory and PSP Cooperation

S2.15.6.1 Evidence may be disclosed to Payment Service Providers (including PayTabs) where necessary for chargeback defence, retrievals, or reconciliation, and to regulators or supervisory authorities where required under AML/CFT, sanctions, or consumer protection laws.

S2.15.6.2 Disclosure shall be strictly proportionate, minimised, and accompanied by a record in the Company's Compliance Disclosure Register.

S2.16 Amendments and Versioning

S2.16.1 Amendment Mechanism.

S2.16.1.1 The Company may amend this Schedule, in whole or in part, to reflect operational changes, updates to Payment Service Provider (PSP) requirements (including but not limited to PayTabs' merchant obligations), statutory or regulatory developments, or enhancements to internal compliance frameworks.

S2.16.1.2 Amendments shall be published in the same manner and location as the original Policy (i.e., on the Storefront or via direct Buyer access link), together with a clear indication of the effective date.

S2.16.1.3 Notification of amendments shall be given in accordance with the Company's applicable contract-administration procedures, and Buyers shall be deemed to have constructive notice of such amendments once duly published.

S2.16.2 Prospective Application.

S2.16.2.1 All amendments shall apply prospectively only, unless expressly stated otherwise or where retroactive application is mandated by Applicable Law or by PSP/regulatory directive.

S2.16.2.2 Pending Disputes, chargebacks, or Compliance Freezes shall continue to be governed by the version of this Schedule in effect at the time the Dispute was initiated, except where a subsequent version grants the Buyer more protective consumer-mandatory rights which cannot be lawfully waived.

S2.16.3 Version Control and Audit.

S2.16.3.1 Each amendment shall be assigned a unique version number and effective date.

S2.16.3.2 A historical archive of prior versions shall be securely maintained by the Company under the Internal Audit & Compliance Policy and made available to regulators, auditors, or PSPs upon lawful request.

S2.16.3.3 Versioning records shall be hash-verified and time-stamped to ensure integrity and authenticity, and retained for no less than three (3) years or such longer period as required by PSP rules or Applicable Law.

S2.16.4 Consumer-Mandatory Safeguard.

S2.16.4.1 For avoidance of doubt, no amendment shall operate to diminish or derogate from statutory consumer rights recognised under Applicable Law (including but not limited to UAE PDPL, EU/UK digital content remedies, or equivalent protections).

S2.16.4.2 Where an amendment conflicts with consumer-mandatory law, the latter shall prevail, and the amendment shall be construed as modified to the minimum extent necessary for compliance.

S2.16.5 PSP and Regulatory Notification.

S2.16.5.1 Where amendments materially affect chargeback handling, evidence preservation, or escrow logic, the Company shall notify its PSP(s), including PayTabs, and regulators where so required.

S2.16.5.2 Such notification shall include a summary of the change, its rationale, and the effective date, and shall be logged in the Company's Compliance Disclosure Register.

S2.17 Cross-References and Precedence

S2.17.1 Suite Hierarchy and Internal Precedence

S2.17.1.1 In the event of any ambiguity, silence, or interpretive conflict between this Schedule and other instruments forming part of the Company's Buyer-facing documentation suite, the following hierarchy of precedence shall apply, mutatis mutandis:

(a) Consumer-mandatory law (EU, UK, UAE or other Applicable Jurisdictions) — prevails where rights are non-derogable and cannot lawfully be waived;

(b) Refund, Dispute & Buyer Protection Policy (including this Schedule 2);

(c) Delivery & Fulfilment / Return & Warranty / Prohibited Items & Restricted Activities / Privacy & Cookie Policy / other Buyer-facing policies published on the Storefront;

(d) Storefront UI, FAQs, explanatory guides and microcopy (interpretive only; do not override published policies).

S2.17.1.2 For the avoidance of doubt, the Company may maintain internal guidelines, operational manuals, chargeback playbooks, and compliance procedures that further specify how the above Buyer-facing instruments are applied; such internal documents govern the Company's internal processing but do not expand or reduce Buyer or Seller rights beyond what is published.

S2.17.2 Incorporated Schedules (Binding Effect)

S2.17.2 Incorporated Schedules and Internal Instruments (Public Reference)

S2.17.2.1 For the purposes of operating this Schedule 2, the Company relies on certain method-specific and PSP-specific instruments, some of which are public and some of which are internal and non-public. The following apply:

(a) Schedule 1 — Evidence Matrix & Minimum Proof-of-Fulfilment by Method applies in full and is publicly referenced in this Policy.

(b) Schedule 4 — Coverage & Exclusions Matrix applies in full to classify delivery failures, self-intervention and publisher-enforcement scenarios.

(c) Schedule 5 — Credential-Handling & Forensic Access applies only at the level of principles disclosed in this Policy; operational/forensic steps remain internal.

(d) PSP / payment-network evidence and submission standards (including reason-code mapping, evidence-pack structure, and PSP SLAs) are applied by the Company on the basis of internal, non-public templates aligned to the requirements of the relevant PSP or card scheme; publication of such templates is not required for this Policy to remain valid.

S2.17.3 Precedence over Ancillary Documents

SellMMO Group FZ LLE — Buyer-Facing
Compliance Layer

Refund, Dispute and Buyer Protection Policy
Schedule 2 — Dispute Playbook & Timelines (Sla-Driven)

Public
Version

S2.17.3.1 In case of conflict between this Schedule and ancillary user-facing materials (FAQs, explanatory guides, Annexes A–C, Storefront UI microcopy), the terms of this Schedule and the Policy shall prevail, save where consumer-mandatory rights dictate otherwise.

S2.17.3.2 Annexes are interpretive aids designed to guide Buyer behaviour but do not override the binding provisions of the Policies and Schedules.

S2.17.4 Compliance Safeguard

S2.17.4.1 For avoidance of doubt, where any cross-reference or incorporated document conflicts with PSP requirements (e.g., PayTabs merchant obligations), the Company shall harmonise by applying the stricter standard, provided always that consumer rights are not diminished.

S2.17.4.2 Where multiple provisions may be reasonably applied, the interpretation most protective of the Buyer's statutory rights and most consistent with the Company's Escrow mechanics shall prevail.

SCHEDULE 4 — COVERAGE & EXCLUSIONS MATRIX

S4.1 Purpose and Incorporation

S4.1.1 Incorporation and Hierarchical Position

This Schedule ("Schedule 4") is annexed to, and forms an integral component of, the Refund, Dispute & Buyer Protection Policy (the "Policy"). It shall be read, construed, and applied mutatis mutandis together with the other Buyer-facing policies published by the Company, including the Return & Warranty Policy and any delivery/escrow rules cross-referenced therein. References in this Schedule to the Company's internal operational, risk, AML/CFT, or contract-administration frameworks are for context only and do not expand Buyer or Seller rights beyond what is publicly disclosed. For the avoidance of doubt, this Schedule has equal binding authority with the other Schedules to the Policy and shall not be treated as informative or advisory only.

S4.1.2 Objective and Function

The objective of this Schedule is:

(a) to codify, in a structured, predictable, and uniform manner, the allocation of coverage and exclusions across standard dispute and refund scenarios;

(b) to provide Buyers with legal certainty regarding the extent of their protection, while delineating the limits of Seller responsibility, and expressly identifying cases where Buyer error, intervention, or non-cooperation extinguishes coverage;

(c) to reinforce contractual certainty by removing ambiguity in dispute adjudication and thereby reducing opportunistic or unfounded claims;

(d) to provide Sellers with clarity as to the evidentiary sufficiency required to discharge their obligations under Schedule 1, while ensuring that Buyers cannot benefit from their own default, negligence, or breach of cooperation duties;

(e) to codify the role of the Company strictly as Aggregator and escrow facilitator, and not as merchant-of-record or guarantor of in-game items or services; and

(f) to integrate specific carve-outs, including but not limited to the twenty-four (24) hour forensic carve-out for EA FC transactions, into the broader Buyer protection framework.

S4.1.3 Binding Effect and Legal Context

This Schedule shall be binding and enforceable inter partes, subject always to the overarching principle that non-derogable consumer protections mandated under Applicable Law prevail. Nothing in this Schedule shall be construed to expand the Company's liability beyond its contractual role as escrow facilitator, nor to override the allocation of risk expressly agreed in the Incorporated Documents.

S4.1.4 Compliance Integration

For purposes of evidentiary reliability, dispute adjudication, and regulatory defensibility, this Schedule shall also be read in harmony with the Company's publicly disclosed data-protection and security instruments (including the Privacy & Cookie Policy and any public data-retention statements). Internal compliance materials of the Company (including AML/CFT, sanctions, and

internal audit frameworks) may impose holds, freezes, or extended retention for regulatory reasons; such internal materials are referenced here for context only and do not, by themselves, create additional Buyer or Seller rights beyond those set out in this Policy and its Schedules.

S4.2 Coverage Matrix (Standard Scenarios)

S4.2.1 Non-Delivery (Failure to Commence Fulfilment)

Coverage.

The Buyer shall be entitled to a full refund exclusively in circumstances where:

S4.2.1.1 the Buyer has duly filed a valid Dispute strictly within the Acceptance Window, as defined in Schedule 2, in accordance with the prescribed procedural and evidentiary requirements; and

S4.2.1.2 neither the Seller nor the Company (acting as escrow facilitator) is able to produce any admissible Proof-of-Fulfilment ("PoF") artefacts, as defined in Schedule 1, nor can such artefacts be retrieved from Platform system logs, telemetry, or escrow records, thereby evidencing a complete failure to commence fulfilment.

Seller Liability.

Seller liability shall arise exclusively where the Seller, having received a valid and confirmed Order together with all necessary enablement actions from the Buyer (including, where applicable, Auction listing, credential provision, or availability for Face-to-Face delivery), fails entirely to commence the fulfilment process and correspondingly fails to generate or retain any PoF. For the avoidance of doubt, liability shall not arise where fulfilment was attempted but was interrupted, obstructed, or otherwise invalidated due to factors attributable to the Buyer or to Publisher/systemic events outside the Seller's reasonable control.

Exclusions.

Coverage shall be expressly and definitively excluded in each of the following categories of circumstances, which are deemed to fall outside the scope of Seller liability and within the domain of Buyer risk, Publisher prerogative, or systemic events:

S4.2.1.3 Buyer Prerequisites Not Met.

Coverage shall not apply where the Buyer has failed to satisfy one or more preconditions necessary for the commencement of delivery, including but not limited to:

(i) failure to post, in the in-game Auction House or Transfer Market, the specific placeholder item as mandated by Platform-issued instructions, including correct denomination, identity, and listing duration;

(ii) failure to provide accurate, complete, and current account credentials in respect of Comfort Trade or any equivalent credential-based delivery method, thereby preventing the Seller from initiating access;

(iii) failure to appear at the agreed in-game location and time designated for Face-to-Face delivery, thereby precluding the Seller from performing handover of In-Game Valuables;

(iv) failure to maintain active Transfer Market access that is free from Publisher restrictions, suspensions, or bans throughout the fulfilment process; and

(v) failure to maintain adequate in-game balance or resources necessary to cover Publisher-imposed taxes, transaction fees, or listing charges, resulting in a blocked or invalid execution pathway.

S4.2.1.4 Buyer Self-Intervention.

Coverage shall not apply where the Buyer has, by premature or uncoordinated action, materially interfered with, obstructed, or invalidated the fulfilment process. Illustrative examples include:

(i) logging into the Buyer's own account prior to the completion of the Seller's delivery session, thereby terminating or corrupting the transaction in progress;

(ii) altering, resetting, or revoking the credentials initially provided to the Seller before delivery has been formally confirmed as complete;

(iii) utilising recovery tools such as backup codes, password resets, or two-factor authentication overrides in a manner that disrupts ongoing fulfilment; and

(iv) unilaterally cancelling, altering, or re-listing Auction House/Transfer Market items mid-process without prior coordination with the Seller, thereby invalidating the fulfilment workflow and extinguishing Buyer protection.

S4.2.1.5 Publisher/Systemic Events.

Coverage shall not apply where fulfilment is objectively precluded by Publisher-driven or systemic events outside the Seller's reasonable control, including but not limited to:

(i) Publisher-side downtime, scheduled maintenance windows, forced updates, or hotfix deployments that render fulfilment technically impossible during the relevant period;

(ii) enforcement of Publisher anti-fraud mechanisms, forced price increments, transaction throttles, or listing restrictions that frustrate the execution of pre-agreed delivery methods;

(iii) systemic or infrastructural disruptions such as network failures, disconnections, or outages demonstrably outside the Seller's control and not reasonably preventable by the Seller; and

(iv) freezes, holds, or suspensions validly applied under sanctions, AML/CFT, fraud-prevention, or comparable compliance requirements, in which case all applicable SLAs and Buyer Acceptance Windows shall be tolled for the duration of such measure and coverage shall not arise solely due to the delay.

S4.2.2 Partial Fulfilment (Incomplete Delivery)

Coverage.

The Buyer may, in circumstances of partial completion of an Order, be entitled to a pro tanto refund strictly limited to the undelivered portion of the contracted In-Game Valuables, or, alternatively, at the Seller's election, to re-performance of the undelivered portion within a commercially reasonable timeframe. For the avoidance of doubt, coverage shall not extend to consequential damages, lost opportunities, or speculative gains, but only to the quantifiable shortfall as substantiated by admissible Proof-of-Fulfilment ("PoF") artefacts under Schedule 1.

Seller Liability.

Seller liability under this subsection shall be limited solely to the scope of the undelivered portion, as evidenced by PoF generated in accordance with Schedule 1 and validated against escrow

records. Liability shall not be extended where the Seller has, in good faith, commenced delivery and has provided PoF for completed tranches, even if the aggregate Order has not yet been fully executed due to constraints beyond the Seller's reasonable control.

Exclusions.

Coverage shall not apply, and Buyer refund or re-performance claims shall be extinguished, in each of the following categories of circumstances:

S4.2.2.1 Publisher-Imposed Systemic Quotas.

Where tranche-based fulfilment is constrained by Publisher-side technical or systemic limits, such as EA FC Transfer Market daily/rolling caps, auction posting limits, or purchase throttles, non-completion within a single tranche shall not constitute Non-Delivery. In such cases, the Order shall be deemed partially fulfilled, and the remaining portion shall be rescheduled mutatis mutandis, subject always to quota reset cycles. Any resulting delay shall not trigger warranty protection or breach remedies, provided the Seller performs subsequent tranches in accordance with the adjusted schedule.

S4.2.2.2 Force-Majeure-Like Limitations.

Where fulfilment timelines are reasonably extended due to circumstances outside the Seller's and the Company's control — including, without limitation, publisher/game maintenance, server outages, systemic disruptions, or regulatory/compliance freezes imposed under AML/CFT or sanctions requirements — the relevant SLAs and Buyer Acceptance Windows shall be tolled for the duration of such event. For the avoidance of doubt, the mere occurrence of such events does not convert an otherwise ongoing and properly evidenced fulfilment process into a compensable Partial Fulfilment claim.

S4.2.2.3 Buyer Non-Cooperation or Obstruction.

Where the Buyer fails to cooperate with tranche scheduling, obstructs continuation of fulfilment, or otherwise acts in a manner inconsistent with enabling Seller performance, coverage shall be extinguished. Illustrative examples include:

(i) failure to re-list Auction House or Transfer Market items in accordance with tranche instructions;

(ii) revocation or alteration of account credentials prior to completion of the outstanding tranche;

(iii) non-availability for agreed tranche delivery windows in Face-to-Face scenarios; or

(iv) premature Buyer interference through login, reset, or cancellation actions mid-execution.

S4.2.3 Misdelivery (Wrong Account or Wrong Item)

Coverage.

The Buyer may, subject always to the conditions set forth herein, obtain either a full refund or re-performance of the Order strictly in cases where the alleged misdelivery is demonstrably and exclusively attributable to a Seller-side action that is inconsistent with the Order parameters. For the avoidance of doubt, coverage shall be confined solely to instances in which the Seller delivers In-Game Valuables to an account, character, or identifier that does not match the data embedded in the Order ID, as evidenced by admissible Proof-of-Fulfilment ("PoF") artefacts under Schedule 1.

Seller Liability.

Seller liability shall attach exclusively where the PoF, corroborated by Platform logs and escrow records, establishes that:

(i) delivery was effected to a non-matching account, character, or identifier; and

(ii) such misdelivery occurred without contributory Buyer error, omission, or misrepresentation.

No liability shall arise where delivery was attempted in good faith but was frustrated or redirected by inaccurate data furnished by the Buyer or by systemic anomalies beyond the Seller's reasonable control.

Exclusions.

Coverage shall be expressly excluded in the following circumstances, each of which constitutes Buyer-side fault or Publisher/systemic risk allocation:

S4.2.3.1 Buyer Data Inaccuracy.

Where the Buyer supplied inaccurate, incomplete, outdated, or misleading identifiers (including but not limited to account usernames, character names, listing IDs, or auction parameters), coverage shall not apply.

S4.2.3.2 Non-Conformity of Symbols or Diacritics.

Where the Buyer failed to ensure precise conformity of identifiers, including case sensitivity, spacing, special characters, accents, or diacritics, such discrepancies shall be deemed Buyer error and extinguish coverage.

S4.2.3.3 Publisher/Systemic Mapping Errors.

Where misdelivery arises from Publisher-side mapping faults, server desynchronisations, database propagation errors, or other systemic anomalies demonstrably outside the Seller's reasonable control, coverage shall not extend.

S4.2.3.4 Buyer Self-Intervention.

For the avoidance of doubt, no coverage shall be available where the Buyer, by premature login, concurrent relisting, or modification of credentials during the fulfilment process, contributed to or caused the misdelivery.

S4.2.4 Quantity / Value Variance (Delivered Less Than Contracted)

S4.2.4.1 The Buyer may, subject always to the carve-outs and exclusions set out in this Schedule, be entitled to a pro-tanto refund strictly limited to the objectively quantifiable shortfall in the delivered In-Game Valuables or, at the Seller's election and where technically feasible, to re-performance of the undelivered portion within a commercially reasonable timeframe, in each case as evidenced by admissible Proof-of-Fulfilment under Schedule 1 and corroborated by Platform escrow and/or system logs.

S4.2.4.2 Coverage shall attach only where both of the following conditions are satisfied:

S4.2.4.2.1 fewer items or a lesser volume of in-game currency than contracted have been delivered under the relevant Order; and

S4.2.4.2.2 such shortfall is substantiated by admissible Proof-of-Fulfilment ("PoF") artefacts under Schedule 1, corroborated by Platform escrow records and system logs.

S4.2.4.3 For the avoidance of doubt, coverage shall not extend to speculative, indirect, or consequential claims, including, without limitation, fluctuating market values, lost trading opportunities, or ancillary losses caused by Publisher enforcement actions.

S4.2.4.4 Seller Liability

S4.2.4.4.1 Seller liability shall attach exclusively to the demonstrable variance between contracted and delivered quantities of In-Game Valuables, as proven by admissible PoF in accordance with Schedule 1.

S4.2.4.4.2 Such liability shall be strictly limited to refund or re-performance of the undelivered portion and shall not extend to consequential, incidental, or speculative losses, including, inter alia, loss of opportunity or market volatility.

S4.2.4.4.3 Where partial delivery is correctly evidenced and Buyer prerequisites are met, Seller liability shall be capped at the undelivered shortfall only.

S4.2.4.5 Exclusions

S4.2.4.5.1 Variance resulting from Publisher-imposed mechanics such as in-game taxes, listing fees, forced bid increments, stack-size restrictions, or other systemic deductions disclosed in advance or reasonably knowable to the Buyer shall not be covered.

S4.2.4.5.2 Variance arising from the Buyer's failure to correctly calculate or anticipate net proceeds after Publisher deductions, or failure to incorporate such deductions at the time of Order placement, shall not be covered.

S4.2.4.5.3 Variance attributable to the Buyer's failure to provide adequate conditions for delivery, including insufficient character inventory slots, inadequate in-game balance to cover taxes, or insufficient listing capacity, shall not be covered.

S4.2.4.5.4 Variance alleged without admissible PoF artefacts, or where such allegation is contradicted by escrow and/or system logs, shall not be covered. Informal screenshots, chat messages, or Buyer assertions shall not substitute for Primary PoF.

S4.3 Publisher Enforcement

S4.3.1 As a general rule, account bans, wipes, suspensions, transfer locks or confiscations imposed by the Publisher shall fall outside the scope of Buyer protection. All such risks are expressly allocated to the Buyer, mutatis mutandis, consistent with the Return & Warranty Policy and the Operational Manual on Order Execution and Proof-of-Fulfilment Verification.

S4.3.2 Exception — EA FC twenty-four (24) hour forensic carve-out. Where a Publisher ban or transfer lock occurs within twenty-four (24) hours from the timestamp of the Seller's last authorised access to the Buyer's account under Comfort Trade or equivalent credential-based method, the Buyer may obtain a full refund, subject always to the following cumulative conditions:

S4.3.2.1 the Buyer files a valid Dispute within the twenty-four (24) hour period in accordance with Schedule 2;

S4.3.2.2 the Buyer provides a Publisher notification or equivalent artefact evidencing the enforcement action;

S4.3.2.3 the Buyer cooperates fully in accordance with the publicly disclosed credential-handling and forensic-verification principles set out in Schedule 5 (public version), including, where

expressly requested for the specific case, the provision of single-order-scope credential access limited strictly to the disputed transaction and for the minimum duration necessary to complete verification.

S4.3.3 Outside the carve-out described in S4.3.2, all Publisher enforcement risks shall remain Buyer-borne without exception, save where overriding consumer-mandatory law requires otherwise.

S4.3.4 Self-Intervention by Buyer

S4.3.4.1 Premature logins, password resets, credential modifications, or auction/transfer-market relisting's by the Buyer during the fulfilment process shall automatically void coverage for the affected portion of the Order.

S4.3.4.2 Buyer interference — including, without limitation, cancelling or failing to post instructed listings, blocking or revoking Seller access needed for delivery, or altering auction/listing denomination parameters contrary to Platform instructions — shall extinguish any entitlement to refund or re-performance for the affected portion.

S4.3.4.3 For the avoidance of doubt, evidence of such interventions recovered from Platform/system logs or other admissible artefacts in accordance with Schedule 1 shall be sufficient to classify the matter as Buyer-side fault, unless the Buyer produces higher-quality contradictory evidence.

S4.3.5 Buyer No-Show (Face-to-Face Delivery)

S4.3.5.1 Where the Buyer fails to appear at the agreed in-game rendezvous despite correct Seller presence, as evidenced by admissible PoF in accordance with Schedule 1, no coverage shall apply.

S4.3.5.2 In such cases, the Seller retains entitlement to Escrow release, provided that (i) the Seller has produced admissible Proof-of-Fulfilment in accordance with Schedule 1, and (ii) the Buyer's non-appearance is evidenced by Platform/system logs and/or clear timestamped captures showing the Seller's presence at the agreed in-game rendezvous.

S4.3.6 Credential Faults (Comfort Trade)

S4.3.6.1 Where the Buyer provides incorrect, expired, restricted, or otherwise unusable credentials, coverage shall be expressly excluded and any fulfilment failure shall be deemed Buyer fault.

S4.3.6.2 Notwithstanding the foregoing, Sellers must not retain Buyer credentials beyond the strict period necessary for fulfilment. For Proof-of-Fulfilment to be valid, Sellers must confirm logout and termination of access, consistent with Schedule 1 and Schedule 5.

S4.3.7 Insufficient In-Game Balance or Slots (Auction House / Transfer Market)

S4.3.7.1 The Buyer must maintain sufficient in-game balance to cover applicable Publisher taxes, fees, or transaction charges, and must maintain a cleared Transfer List or equivalent slot capacity to host the instructed listing.

S4.3.7.2 Failure to do so shall constitute Buyer-side error, extinguishing coverage and entitling the Seller to Escrow release upon production of compliant PoF.

S4.3.7.3 For the avoidance of doubt, no refund, re-performance, or warranty protection shall be available where delivery is blocked solely by the Buyer's failure to maintain the required in-game conditions, except where a refund or other remedy is mandatory under Applicable Law.

S4.4 Burden of Proof
S4.4.1 Seller Burden

S4.4.1.1 The Seller shall bear the primary burden of producing Proof-of-Fulfilment ("PoF") artefacts which meet the admissibility, integrity, and retention standards codified in Schedule 1.

S4.4.1.2 Such artefacts must be complete, unaltered, and demonstrably linked to the Order ID in question, and shall include the method-specific minimum evidentiary sets as required under Schedule 1 (Mailbox, Auction House, Face-to-Face, Comfort Trade, Auction Settlement).

S4.4.1.3 Failure by the Seller to produce admissible PoF within the prescribed timeframe may result in liability being determined against the Seller, subject to the exclusions and carve-outs elsewhere in this Policy.

S4.4.2 Buyer Burden

S4.4.2.1 The Buyer shall bear the burden of demonstrating, where applicable, that any Publisher enforcement action occurred within the carve-out windows defined in S4.3.1.2 (including the EA FC twenty-four (24) hour forensic carve-out), by providing the relevant Publisher notice or equivalent artefact.

S4.4.2.2 The Buyer shall likewise cooperate in demonstrating that no Buyer-side self-intervention (as defined in S4.3.2) occurred during fulfilment; the Company may verify such cooperation against its Platform and escrow/system logs.

S4.4.2.3 Where the Buyer does not provide such demonstration and the Company's Platform and escrow records indicate Buyer-side action or remain inconclusive, the Company may resolve the ambiguity against the Buyer on the basis of those records, except where overriding consumer-mandatory provisions require a Buyer-favourable interpretation or outcome.

S4.4.3 Default Resolution

S4.4.3.1 Where neither Party produces adequate artefacts meeting the standards of Schedule 1, the Company shall resolve the matter exclusively on the basis of internal Platform logs, Escrow records, and compliance telemetry.

S4.4.3.2 Such determinations shall be deemed final and binding inter partes, save only for statutory consumer-mandatory rights that cannot be waived or restricted under Applicable Law.

S4.4.3.3 For the avoidance of doubt, informal testimony, chat statements, or unverified third-party communications shall not be considered sufficient to discharge the burden of proof in any circumstance.

S4.5 Retention and Auditability
S4.5.1 Retention Baseline

S4.5.1.1 All coverage determinations rendered under this Schedule shall rely exclusively on evidentiary artefacts retained in accordance with the standards and method-specific minimum retention periods set out in Schedule 1.

SellMMO Group FZ LLE — Buyer-Facing
Compliance Layer

Refund, Dispute and Buyer Protection Policy
Schedule 4 — Coverage & Exclusions Matrix

Public
Version

S4.5.1.2 Unless a longer period is expressly stated for a specific Delivery Method in Schedule 1, evidentiary artefacts relevant to coverage/exclusion determinations under this Schedule may be retained for not less than eighteen (18) months) from the date of the underlying fulfilment/dispute event.

S4.5.1.3 Retention shall automatically extend (and secure deletion shall be tolled) for up to five (5) years where this is mandated by Applicable Law (including AML/CFT and sanctions requirements), by payment-network/PSP rules, or by a lawful request from a competent authority.

S4.5.1.4 Upon expiry of the applicable retention period — and absent any legal hold, dispute, chargeback, audit, or regulatory inquiry still in progress — all artefacts shall be subject to secure deletion in accordance with the Company's Data & Information Security Policy, with such deletion events logged in a verifiable manner.

S4.5.2 Auditability

S4.5.2.1 All cases adjudicated under this Schedule may be subjected to periodic review by the Company's internal compliance and/or audit functions to confirm that coverage and exclusion rules have been applied consistently and in accordance with this Policy.

S4.5.2.2 Such reviews shall, in particular, verify the correct application of coverage determinations, exclusions, and method-specific carve-outs set out in this Schedule and their alignment with the Refund, Dispute & Buyer Protection Policy and other publicly disclosed instruments cross-referenced therein.

S4.5.2.3 Findings of material or systemic deviation shall be escalated within the Company for remediation and, where so required under Applicable Law or payment-network/PSP rules, may be reported to the relevant external authority or Payment Service Provider in accordance with the Company's compliance protocols.

SCHEDULE 5 — CREDENTIAL-HANDLING & FORENSIC ACCESS (EA FC/FIFA)

S5.1 Purpose and Incorporation

S5.1.1 This Schedule ("Schedule 5") is annexed to, and forms an integral part of, the Refund, Dispute & Buyer Protection Policy (the "Policy") and applies to all Platform transactions that use credential-based (Comfort Trade) fulfilment or require limited forensic verification. Within the scope of the Policy, its provisions are binding on Buyers in respect of the obligations set out herein and on Sellers to the extent these rules are made a condition of escrow release.

S5.1.2 This Schedule shall be read, construed, and applied mutatis mutandis together with the other Buyer-facing policies published by the Company (including delivery/escrow rules and the Return & Warranty Policy) and with the Company's publicly disclosed data-protection and security instruments. References in this Schedule to the Company's internal operational, risk, or compliance frameworks are for alignment and context only and do not, by themselves, create additional rights for Buyers or Sellers beyond what is expressly stated in the Policy and its Schedules.

S5.1.3 The purpose of this Schedule is to set out clear and enforceable principles for handling Buyer-provided credentials in connection with Comfort Trade fulfilment and narrowly scoped forensic checks, including to:

S5.1.3.1 protect Buyer credentials as highly sensitive information, subject to confidentiality, data-minimisation, and secure-handling principles;

S5.1.3.2 ensure that any credential use is strictly limited to a "single-order scope" and not reused for other Orders or purposes, except where the Buyer has invoked an authorised forensic verification related to that same Order;

S5.1.3.3 require prompt and secure deletion of credentials once fulfilment or authorised forensic access is completed, with such deletion to be capable of confirmation under the Company's record-management controls;

S5.1.3.4 clarify that Buyers are responsible for providing accurate, current, and functional credentials, while Sellers (and, where applicable, authorised Company personnel) are responsible for non-retention and non-disclosure;

S5.1.3.5 enable the EA FC (formerly FIFA) 24-hour forensic carve-out described in the Policy to be performed in a controlled, logged, and minimally intrusive way; and

S5.1.3.6 preserve the Company's neutral role as Aggregator and escrow facilitator, including its ability to demonstrate to payment providers and authorities that credential-handling is traceable and proportionate.

S5.1.4 For the avoidance of doubt, nothing in this Schedule converts the Company into a Seller, Publisher, guarantor, or long-term custodian of Buyer accounts. This Schedule governs only the principles on which credential-based delivery and related forensic verification may be carried out for dispute resolution and compliance purposes, within the limits of Applicable Law and the publicly disclosed Policy.

S5.2 Scope and Applicability

S5.2.1 This Schedule applies only to (i) transactions that use credential-based/"Comfort Trade" fulfilment on the Platform and (ii) the narrowly defined EA FC (formerly FIFA) 24-hour forensic scenario described in Schedule 2. It does not apply to Mailbox, Auction House/Transfer Market, or Face-to-Face delivery methods, which are governed by Schedule 1 and other publicly disclosed delivery rules.

S5.2.2 Buyer credentials may be accessed and used strictly and exclusively for the following purposes:

S5.2.2.1 Order Fulfilment. Where the Buyer has expressly chosen/consented to credential-based fulfilment for a specific Order, and only to complete that Order in line with Platform instructions.

S5.2.2.2 Forensic Review (EA FC 24h carve-out). Where the Buyer has filed a timely Dispute under the EA FC 24-hour carve-out in Schedule 2 and credential access is strictly necessary to verify whether a Publisher ban/lock is connected to the disputed Order.

S5.2.3 For the avoidance of doubt:

S5.2.3.1 No other use of Buyer credentials is permitted (including use for other Orders, testing, training, or unrelated account actions).

S5.2.3.2 Any retention, duplication, caching, or replication of Buyer credentials beyond the lifecycle of the specific Order or the authorised forensic session is prohibited, except for the limited evidentiary retention described in this Policy.

S5.2.3.3 Sellers and (where applicable) authorised Company personnel must act under a strict "single-order scope": the credentials relate to one Order ID only, cannot be reused, and must be deleted promptly once fulfilment/forensic verification is completed.

S5.2.3.4 Any unauthorised use, retention, or access may result in denial of Escrow release and other contractual measures available to the Company under this Policy and Applicable Law.

S5.2.4 Nothing in this Schedule makes the Company a Seller, Publisher, or long-term custodian of Buyer accounts. The Company acts only as Aggregator and escrow facilitator and will handle credentials solely to the minimum extent needed to perform the credential-based Order or the permitted forensic check.

S5.3 Buyer Obligations

S5.3.1 Accuracy and Validity of Credentials

The Buyer is responsible for ensuring that all credentials and account identifiers provided for credential-based (Comfort Trade) fulfilment are accurate, current, valid, and sufficient for access. Incorrect, expired, blocked, or otherwise unusable credentials constitute Buyer fault and may exclude coverage under this Policy, in accordance with Schedule 4 (Coverage & Exclusions Matrix)

S5.3.2 Non-Interference During Fulfilment

The Buyer shall not alter, revoke, or reset credentials, nor initiate logins or other actions that interrupt the credential-based session, unless expressly instructed to do so via the Platform. Any such intervention may void Buyer protections mutatis mutandis, in line with Schedule 4 on self-intervention.

S5.3.3 Comfort-Trade-Specific Prerequisites

For credential-based (Comfort Trade) delivery, the Buyer shall:

(a) provide valid working credentials tied to the specific Order;

(b) keep such credentials unchanged and usable until the Platform/Seller confirms completion; and

(c) maintain any game-side conditions required for access (e.g. active account, no Publisher locks).

Premature resets, simultaneous logins, or revocation of access during fulfilment may extinguish coverage.

S5.3.4 Cooperation with Forensic Protocols

Where the Buyer invokes the EA FC 24-hour forensic carve-out (see Schedule 2), the Buyer shall provide "single-order-scope" credentials and the relevant Publisher notification/screenshots. Non-cooperation, partial access, or delay may result in the case being decided on existing Proof-of-Fulfilment and Platform logs only.

S5.3.5 Allocation of Risk

Buyer protections under this Schedule apply only where the Buyer has (i) provided usable credentials, (ii) not interfered with the session, and (iii) cooperated with any required forensic verification. In all other cases the risk is allocated to the Buyer, as set out in Schedule 4.

S5.3.6 Company Role

The Company acts solely as Aggregator and escrow facilitator. The Company does not assume long-term custodial responsibility for Buyer credentials and will access them, if at all, only to the limited extent necessary for fulfilment or the specific forensic verification permitted under this Policy.

S5.4 Seller and Company Handling Rules

S5.4.1 Permissible Use

S5.4.1.1 Credentials provided by the Buyer may be accessed and used solely for the limited purpose of performing the specific Order to which they relate (single-order scope).

S5.4.1.2 Where applicable, such credentials may also be used for conducting a limited forensic review under the EA FC twenty-four (24) hour carve-out (see Schedule 2, Section S2.14.3.2) and only for that disputed Order.

S5.4.1.3 Any other use — including, without limitation, for testing, training, personal benefit, or reuse in future transactions — is prohibited.

S5.4.2 Logging and Traceability

S5.4.2.1 The Platform shall record, for credential-based fulfilments, at least the relevant Order ID and the time at which the related action was initiated, and, where available within the Platform, the account that triggered such action.

S5.4.2.2 This level of traceability is sufficient for dispute handling and evidence building; the Platform is not required to capture a full technical or video recording of the access session.

S5.4.2.3 Such records shall be retained in line with this Policy and the Company's publicly disclosed data-retention rules.

S5.4.3 Mandatory Deletion

S5.4.3.1 After fulfilment of the Order or completion of the forensic review, the Buyer's credentials provided for that specific Order must be deleted by the executing party (seller), unless longer retention is expressly required by law, payment-network/PSP rules, or sanctions/AML checks.

S5.4.3.2 Where the credentials were temporarily stored in Company-controlled environments, they shall likewise be deleted once the purpose of processing has been achieved.

S5.4.3.3 The fact of deletion shall be recorded in a manner that allows the Company to verify it in case of dispute or internal review.

S5.4.4 Seller Prohibitions (as Condition to Escrow Release)

S5.4.4.1 For external sellers, the requirements in this Section apply to the extent the Company makes them a condition for escrow release.

S5.4.4.2 Credentials may not be kept or reused after the specific Order is completed.

S5.4.4.3 Credentials may not be disclosed or transferred to any third party beyond what is strictly necessary to fulfil that Order.

S5.4.4.4 Sellers must not access other Buyer accounts, assets, or sessions ("scope creep") and must limit their actions to the account/identifier stated in the Order.

S5.4.4.5 In case of non-compliance, the Company, acting as Aggregator and escrow facilitator, may (i) refuse or delay escrow release for the affected Order, (ii) flag the case to the relevant marketplace, and/or (iii) act under its compliance procedures.

S5.4.5 Company Role and Disclaimer

S5.4.5.1 The Company acts solely as Aggregator and escrow facilitator.

S5.4.5.2 The Company does not act as a long-term custodian of Buyer credentials.

S5.4.5.3 Where Company access to credentials is strictly necessary (e.g. for the EA FC forensic carve-out), such access shall be time-bound, logged, and subject to internal security controls.

S5.4.5.4 Liability for any misuse or improper retention of Buyer credentials by an external seller rests with that seller, except where mandatory consumer law provides otherwise.

S5.4.6 Auditability

S5.4.6.1 The Company may review compliance with the above principles as part of its internal compliance and risk procedures.

S5.4.6.2 Sellers for whom these requirements are set as an escrow condition shall cooperate to the extent reasonably necessary to evidence single-order use and deletion.

S5.5 Confidentiality and Data Protection

S5.5.1 Classification and Handling

S5.5.1.1 Buyer credentials shall be treated as highly sensitive data within the Company's information-security framework.

S5.5.1.2 Access to such credentials shall follow a strict "need-to-know" principle and be limited to authorised personnel (or authorised technical processes) involved in the specific fulfilment or, where applicable, in a limited forensic review.

S5.5.1.3 Credentials shall not be disclosed, copied, or stored outside secure, Company-approved channels and workflows.

S5.5.2 Encryption and Access Controls

S5.5.2.1 Credential data handled by the Company shall be protected by encryption in transit and at rest.

S5.5.2.2 Access to credentials shall be role-based and logged to the extent supported by the Company's systems, and shall be periodically reviewed in line with the Company's data-protection practices.

S5.5.2.3 Strong authentication (including multi-factor where available) shall be applied wherever credentials are processed or viewed.

S5.5.3 Breach Response and Escalation

S5.5.3.1 Any suspected or confirmed incident involving unauthorised access, disclosure, or leakage of Buyer credentials shall trigger the Company's incident-handling procedures aimed at containment and remediation.

S5.5.3.2 Where the incident is attributable to a third-party seller or fulfiller, the Company may use its available contractual and platform levers (including escrow conditions and marketplace notifications) to address the non-compliance.

S5.5.3.3 Where Applicable Law requires notification or reporting (for example, under data-protection or AML/sanctions regimes), the Company shall make such notifications without undue delay.

S5.5.3.4 Buyers shall be informed of material credential-related incidents affecting them, in accordance with the Company's published Privacy & Cookie Policy.

S5.5.4 Company Disclaimer and Allocation of Responsibilities

S5.5.4.1 Aggregator role. The Company acts only as an Aggregator and escrow facilitator; it is not a merchant-of-record for in-game items and is not a long-term custodian, trustee, or fiduciary of Buyer credentials.

S5.5.4.2 No long-term custody. Any temporary access by the Company (for example, to verify a 24-hour EA FC carve-out dispute) is limited to the specific Order, is logged to the extent supported by the Company's systems, and is terminated once the purpose is achieved.

S5.5.4.3 Seller-side misuse. Misuse, unauthorised retention, or disclosure of credentials by an external seller/fulfiller remains that party's responsibility; the Company may respond by withholding or delaying escrow, flagging the case, or taking other measures available under the Platform rules. This is without prejudice to any non-derogable consumer rights under Applicable Law.

S5.5.4.4 Risk allocation. Publisher enforcement risks (bans, wipes, transfer locks) and Buyer self-intervention risks (premature logins, credential resets) remain Buyer-borne, except for the limited EA FC twenty-four (24) hour carve-out expressly described in this Policy.

S5.5.4.5 Company's limited obligations. The Company's obligations in respect of credentials are limited to: (i) applying and enforcing the credential-handling principles set out in this Schedule

where they are made a condition of escrow; (ii) keeping evidentiary/logging material in line with its data-protection practices; and (iii) making statutory or PSP-required reports where applicable.

S5.5.4.6 Exclusion of indirect loss. To the maximum extent permitted by Applicable Law, the Company shall not be liable for indirect, consequential, or purely economic losses (including lost game accounts, lost items, or lost playtime) arising from credential misuse or Publisher action.

S5.5.4.7 Precedence. If any Buyer-facing FAQs, UI hints, or guidance texts appear to contradict this Section, this Schedule and the main Policy shall prevail.

S5.6 "Single-Order Scope" Rule

S5.6.1 Narrow Use Principle

S5.6.1.1 Buyer credentials may be accessed, stored, or used only in connection with the specific Order for which they were voluntarily provided.

S5.6.1.2 Any use of Buyer credentials for multiple Orders, for aggregation across Buyers, or for retention beyond the lifecycle of that Order is prohibited and shall be treated as a material breach of this Schedule and of the conditions for escrow release.

S5.6.2 Prohibited Practices

S5.6.2.1 Re-use of the same Buyer credentials for additional or future Orders (whether with the same Buyer or with another Buyer) is prohibited.

S5.6.2.2 Aggregating, pooling, or cross-referencing credentials across Orders or Buyer accounts is not permitted.

S5.6.2.3 Retaining credentials for speculative, future, or unrelated transactions is prohibited and may be treated as unauthorised access under the Platform's fraud- and sanctions-related controls.

S5.6.3 Deletion by Sellers / Fulfillers

S5.6.3.1 Once delivery (or a limited forensic review, where applicable) has been completed, external sellers/fulfillers are expected to delete Buyer credentials from their own devices/systems and not to retain, copy, or re-use them.

S5.6.3.2 The Company may, as a condition for escrow release or continued participation on the Platform, require the relevant seller/fulfiller to confirm that such credentials have not been retained beyond the single Order.

S5.6.3.3 Where the seller/fulfiller uses Company-provided tools or secure channels, deletion events may be logged to the extent supported by those tools.

S5.6.4 Buyer Post-Fulfilment Credential Rotation

S5.6.4.1 Immediately after delivery or a forensic check is completed, the Buyer shall change the credentials that were provided for that Order (passwords, recovery codes, 2FA methods, or other access data).

S5.6.4.2 This post-fulfilment rotation is a mandatory Buyer safeguard; failure to rotate credentials may limit or extinguish coverage for later account compromise or Publisher enforcement, except where a remedy is mandatory under Applicable Law.

S5.6.4.3 The Company may remind the Buyer of this step through Platform UI or notifications, but the responsibility to complete it rests with the Buyer.

S5.6.5 Evidentiary Retention by the Company

S5.6.5.1 For dispute-resolution, PSP/card-scheme defence, and regulatory-compliance purposes, the Company may retain the credential-submission record associated with a specific Order (including Order ID, time of submission, and technical/session metadata), strictly to the extent necessary for those purposes.

S5.6.5.2 Such records shall be stored in encrypted, access-controlled environments in line with the Company's data-protection practices and may be retained for the baseline period published by the Company (typically six (6) to eighteen (18) months), and longer (up to five (5) years) where a longer period is required by AML/CFT, sanctions, or PSP/card-scheme rules.

S5.6.5.3 Retention of such evidentiary material does not amount to operational custody of the Buyer's game/account credentials and may not be used for fulfilment or for any new Order. Access shall be limited to authorised compliance/legal personnel.

S5.6.5.4 After expiry of the applicable retention period, such records shall be securely deleted, with deletion events logged in the Company's systems.

S5.6.6 Company Disclaimer

S5.6.6.1 The Company acts solely as Aggregator and escrow facilitator and does not assume long-term custodial responsibility for Buyer credentials beyond the evidentiary retention expressly permitted above.

S5.6.6.2 All risks arising from the Buyer's failure to rotate credentials after fulfilment, or from Publisher enforcement occurring after the Order is completed, remain with the Buyer, save where non-derogable consumer rights require a different outcome.

S5.7 Logging and Auditability

S5.7.1 Platform-Side Logging of Credential Access

S5.7.1.1 Credential-access events that are initiated through, or technically mediated by, the Platform may be recorded in the Company's system logs to the extent this is supported by the Platform's functionality.

S5.7.1.2 Such logs should capture, at a minimum: (i) the relevant Order ID; (ii) the timestamp of the access event; and (iii) the identifier of the acting party (Seller account or authorised Company personnel) as reflected in the Platform.

S5.7.1.3 Where technically available, these logs shall be protected and stored in line with the Company's publicly disclosed data- and information-security arrangements.

S5.7.2 Retention of Logs

S5.7.2.1 Platform credential-access logs may be retained for not less than twelve (12) months from the date of the relevant Order completion, or for the longer period published by the Company in its data-retention statements.

S5.7.2.2 Where a longer retention period is required by Applicable Law, AML/CFT or sanctions requirements, or by PSP/card-scheme obligations, retention may be extended up to five (5) years.

S5.7.2.3 Logs shall be stored in encrypted, access-controlled repositories and shall be subject to secure deletion upon expiry of the applicable retention period, with deletion events recorded by the Company.

S5.7.3 Audit and Oversight

S5.7.3.1 The Company's internal compliance and/or audit function may periodically review Platform credential-access logs to verify that accesses were Order-bound and consistent with the "single-order scope" rule in this Schedule.

S5.7.3.2 Where such review identifies anomalies (for example, repeated access to the same Order outside the expected window), the Company may (i) request clarification from the relevant Seller account, and/or (ii) make escrow release or further participation on the Platform conditional on satisfactory cooperation.

S5.7.3.3 These reviews are internal control measures and do not of themselves extend the Company's technical visibility into third-party or off-platform environments; however, Sellers may be asked to provide reasonable confirmations as a condition of escrow release.

S5.7.4 Company Disclaimer

S5.7.4.1 The Company's role is limited to collecting and preserving the logs that are generated within, or technically visible to, the Platform, and to applying reasonable integrity controls to such logs.

S5.7.4.2 The Company is not responsible for, and cannot technically supervise, credential handling in off-platform systems operated by external Sellers; liability for misuse in such systems remains with the relevant Seller, except where non-derogable consumer protections under Applicable Law require otherwise.

S5.8 Refusal to Cooperate

S5.8.1 Comfort Trade Fulfilment

S5.8.1.1 Where the Buyer refuses, neglects, or otherwise fails to provide valid and functional credentials necessary for the execution of a credential-based (Comfort Trade) fulfilment, the Order may be treated as frustrated due to Buyer-side fault and processed accordingly.

S5.8.1.2 In such circumstances, refund rights, re-performance entitlements, and warranty protections that would otherwise apply under the publicly disclosed return/delivery policies may be deemed inapplicable for the affected Order, except where a different outcome is mandatory under Applicable Law.

S5.8.1.3 Escrow release in favour of the Seller may proceed once the Platform has an evidentiary record of Buyer non-cooperation (for example, logged requests to provide/restore credentials within a reasonable time window), and such record is retained in line with Schedule 1 and the Company's data-protection rules.

S5.8.2 EA FC Forensic Carve-Out

S5.8.2.1 Where the Buyer invokes the EA FC twenty-four (24) hour forensic carve-out but refuses, delays, or fails to provide "single-order scope" credentials and supporting Publisher artefacts as requested, the Company may determine the Dispute without applying the carve-out.

S5.8.2.2 In such a case, the resolution may be based exclusively on admissible Proof-of-Fulfilment already on file and on Platform/system logs, and such resolution shall be final and binding inter partes, subject always to consumer-mandatory provisions under Applicable Law.

S5.8.2.3 For the avoidance of doubt, lack of cooperation with the forensic verification steps can be treated as Buyer-side fault and can extinguish any entitlement to the additional refund/reimbursement protections that are available only when the carve-out is properly supported.

S5.8.3 Company Disclaimer

S5.8.3.1 The Company's role under this Section is limited to (i) enforcing reasonable cooperation as a condition to progressing, deciding, or releasing escrow on a Dispute; (ii) preserving the evidentiary trail in accordance with Schedule 1; and (iii) applying the carve-out logic as described in Schedule 2.

S5.8.3.2 The Company shall not be liable for Buyer refusal to cooperate, nor for any Publisher enforcement or loss of access that results from such refusal, save where non-derogable consumer protections under Applicable Law require a different outcome.

S5.9 Retention and Deletion

S5.9.1 Seller Retention Prohibition

S5.9.1.1 External Sellers (i.e. independent counterparties operating on third-party / peer-to-peer marketplaces) must not retain, duplicate, or store Buyer credentials beyond the single session reasonably necessary to complete the contracted Order.

S5.9.1.2 Credentials should be deleted immediately after logout following fulfilment; any retention beyond the session duration may be treated by the Company, to the extent technically and contractually possible (e.g. as a condition to escrow release), as a material deviation from this Schedule.

S5.9.2 Company Evidentiary Retention

S5.9.2.1 The Company, acting solely as Aggregator and escrow facilitator, may retain credential data as originally submitted by the Buyer, together with associated metadata (e.g. submission timestamp, Order ID, IP/session logs), strictly for dispute resolution, defence before PSP/card schemes, and for compliance/reporting where required by Applicable Law.

S5.9.2.2 Such evidentiary retention shall be subject to the following limits:

S5.9.2.2.1 a baseline retention period of six (6) to eighteen (18) months, aligned with publicly disclosed data-retention statements; and

S5.9.2.2.2 an extended retention period of up to five (5) years where this is required by Applicable Law, payment-network/PSP rules, or a lawful request from a competent authority.

S5.9.2.3 Retained data shall be encrypted in transit and at rest, access-controlled, and subject to secure deletion upon expiry of the applicable period, with deletion events recorded in the Company's audit trail.

S5.9.3 Deletion Logging

S5.9.3.1 All deletion events performed in Company-controlled environments shall be logged, timestamped, and attested in accordance with the Company's Data & Information Security Policy.

S5.9.3.2 Deletion logs shall themselves be retained for not less than twelve (12) months and may be retained for up to five (5) years where AML/CTF, sanctions, or PSP/card-scheme requirements so mandate.

S5.9.4 Enforcement and Sanctions

S5.9.4.1 Where the Company becomes aware that a Seller has not complied with the credential retention/deletion standards described in this Schedule, the Company may, to the extent permitted by its technical integration and commercial arrangements, (i) deny or withhold escrow release for the affected Order, (ii) flag or report the case to the relevant marketplace/operator, and/or (iii) make a regulatory or PSP report where misuse constitutes a statutory or scheme-level breach.

S5.9.4.2 The Company is not liable for credential misuse or over-retention by independent external Sellers, except where non-derogable consumer-protection law requires a different outcome.

S5.10 Final Provisions
S5.10.1 Binding Effect

S5.10.1.1 This Schedule is binding on the Company and on all Buyers who use credential-based (Comfort Trade) fulfilment or invoke the EA FC twenty-four (24) hour forensic carve-out under the Policy.

S5.10.1.2 External Sellers operating on third-party / peer-to-peer marketplaces remain primarily governed by the contractual and policy frameworks of those marketplaces. For the avoidance of doubt, the Company does not contract directly with such Sellers and does not exercise general supervisory or disciplinary authority over them; the Company may, however, make escrow release or continued Platform participation conditional on adherence to the credential-handling standards set out in this Schedule, to the extent technically and contractually feasible.

S5.10.2 Consequences of Non-Compliance

S5.10.2.1 Non-compliance with this Schedule by a Buyer may result in one or more of the following outcomes, as applicable under the Policy suite:

S5.10.2.1.1 extinguishing or limiting refund, re-performance, and/or warranty rights;

S5.10.2.1.2 denial or withholding of escrow release for the affected Order;

S5.10.2.1.3 rejection or closure of Disputes submitted without adherence to credential and cooperation protocols; and

S5.10.2.1.4 referral to a Payment Service Provider ("PSP") or competent authority where a statutory, regulatory, sanctions, or fraud-related trigger is identified.

S5.10.2.2 The Company's role in such cases is confined to enforcing its escrow/workflow logic, preserving evidentiary records, and making reports where legally required. The Company disclaims liability for credential misuse, leakage, or over-retention by independent external Sellers or marketplace operators, except where non-derogable consumer-protection law requires otherwise.

S5.10.3 Harmonisation and Precedence

S5.10.3.1 This Schedule shall be read, construed, and applied in harmony with the other publicly disclosed instruments forming the Buyer-facing documentation suite, including (without limitation) the Refund, Dispute & Buyer Protection Policy, the Return & Warranty Policy, and the Data & Information Security Policy. References in this Schedule to internal AML/CFT, sanctions, or audit frameworks are provided for context only and do not, by themselves, create additional rights for Buyers or additional obligations for the Company beyond what is publicly disclosed.

S5.10.3.2 In the event of ambiguity or interpretive conflict, the hierarchy and interpretive rules set out in the Refund, Dispute & Buyer Protection Policy shall prevail, in each case subject to mandatory, non-derogable consumer protections under Applicable Law.

S5.10.3.3 The Company may maintain internal operational appendices (including, for example, alert catalogues, reporting maps, communication templates, and evidence/audit pack structures) to support the implementation of this Schedule; such materials are for internal use only, are not part of the Buyer-facing documentation suite, and do not create enforceable rights for Buyers or additional obligations for the Company.

SCHEDULE 6 — RISK HOLDS & COMPLIANCE FREEZES (PUBLIC STATEMENT)

S6.1 The Company may, acting in its capacity as platform aggregator and escrow facilitator, place any Order, payout, or escrowed amount under a temporary Risk Hold or Compliance Freeze where required by Applicable Law, payment-network / PSP rules, sanctions or AML/CFT screening results, fraud-prevention signals, or other legitimate risk-management grounds.

S6.2 For the duration of a Risk Hold or Compliance Freeze, all contractual timers and operational deadlines under this Policy — including, without limitation, the Acceptance Window and any Auto-Confirmation or escrow-release events — shall be tolled (paused) and shall resume only after the hold/freeze is cleared. Where disclosure is restricted by law or by a payment-service provider, the Company may issue only neutral notices without specifying the underlying reason.

S6.3 This Schedule 6 is a public-facing summary. The detailed internal procedures, screening rules, escalation paths, and reporting obligations referenced in this Schedule 6 remain confidential and are applied by the Company in accordance with Applicable Law and the Company's internal compliance framework.

SCHEDULE 7 — CONSUMER-MANDATORY CARVE-OUTS (JURISDICTION MAP)

S7.1 Purpose and Legal Basis

S7.1.1 Purpose.

The purpose of this Schedule ("Schedule 7") is to identify, codify, and operationally align those consumer protection rights that are non-waivable under Applicable Law (including, where relevant, the laws of the European Union, the United Kingdom, the United Arab Emirates, and comparable jurisdictions) to the extent they intersect with the Company's model of immediate digital delivery, escrow-based transactions, and Buyer-facing service flows. For the avoidance of doubt, this Schedule does not grant or expand consumer rights beyond what such laws already mandate; it merely clarifies how and when the Company, acting as Aggregator and escrow facilitator, will adjust its standard escrow and auto-confirmation mechanics where a binding legal rule expressly requires such adjustment.

S7.1.2 Incorporation.

This Schedule forms an operative and integral part of the Refund, Dispute & Buyer Protection Policy and applies mutatis mutandis to Buyer-facing processes such as delivery confirmation, dispute handling, and refund processing. It shall be read together with the publicly disclosed Buyer policies of the Company (including the Return & Warranty Policy). References in this Schedule to the Company's internal operational or compliance procedures are contextual only and do not, by themselves, create additional rights for Buyers or additional obligations for the Company.

S7.1.3 Legal Framework.

This Schedule is designed to reflect mandatory consumer rules applicable to digital content and digital services, including, where relevant to the Buyer's jurisdiction and transaction:

- Directive (EU) 2019/770 on contracts for the supply of digital content and digital services;
- Directive (EU) 2011/83 on consumer rights (as amended);
- the UK Consumer Rights Act 2015 (digital content provisions); and
- UAE Federal Decree-Law No. (15) of 2020 on Consumer Protection.

National implementations of these instruments may prevail in the Buyer's country of residence and will be applied to the extent they are mandatory.

S7.1.4 Interpretation.

Where more than one consumer-protection regime could apply to a given transaction, the mandatory provision that affords the Buyer the higher level of protection shall prevail. Nothing in this Schedule may be read as limiting, waiving, or contracting out of non-derogable consumer rights under Applicable Law. At the same time, any departure from the Platform's/Company's standard escrow-release, auto-confirmation, or Acceptance Window mechanics will be made only to the minimum extent that such departure is expressly required by those mandatory rules; in all other respects, the contractual framework set out in the Refund, Dispute & Buyer Protection Policy (including its Schedules) remains applicable.

S7.2 Scope and Interaction with Platform Model

S7.2.1 Applicability.

This Schedule applies only to Buyers who qualify as "consumers" — i.e. natural persons acting for purposes outside their trade, business, craft, or profession — as defined in Directive (EU) 2019/770, Directive (EU) 2011/83, the UK consumer framework, the UAE consumer-protection framework, and relevant national implementations. Transactions made by businesses, professional resellers, or other non-consumer actors fall outside this Schedule and continue to be governed solely by the commercial terms of the Refund, Dispute & Buyer Protection Policy and, where relevant, the Company's contract-administration rules.

S7.2.2 Company Role.

The Company operates strictly in the capacity of an Aggregator and escrow facilitator, providing payment custody, fulfilment verification, and dispute-handling workflows. The Company is not a merchant of record, Publisher, or content supplier and does not control the creation or licensing of in-game items. Accordingly, any adjustments described in this Schedule relate only to the Platform's own escrow/dispute mechanics and do not convert the Company into the underlying supplier of digital content.

S7.2.3 Legal Interaction.

This Schedule governs only those consumer-specific exceptions (carve-outs) or procedural deviations that Applicable Law expressly and mandatorily requires — for example, where a statutory right to remedies for non-conformity would otherwise be frustrated by automatic escrow release. Any such deviation is to be applied mutatis mutandis and only to the minimum extent necessary to comply with that mandatory rule.

S7.2.4 Default Rule.

In all other cases — including where no mandatory consumer rule is invoked or sufficiently evidenced — the Platform's standard mechanics (escrow-release logic, Acceptance Window, and Proof-of-Fulfilment framework) remain fully applicable and enforceable as set out in Schedule 2 and the Company's publicly disclosed policies. For the avoidance of doubt, this Schedule does not, by itself, alter the core obligations of Sellers or Buyers unless a specific consumer statute overrides the Platform procedure.

S7.2.5 Interpretation Clause.

Where there is any doubt as to whether a claimed consumer right actually requires suspension or alteration of escrow or auto-confirmation, the matter shall be referred to the Company's Legal & Compliance function for determination. Wherever reasonably possible, the Company, acting in its capacity as Aggregator and escrow facilitator, shall apply an interpretation that (i) preserves the integrity of the escrow mechanism and related Acceptance Window logic, and (ii) ensures compliance with non-waivable consumer rights in the Buyer's jurisdiction.

S7.3 Carve-Out Categories and Jurisdictional Mapping

S7.3.1 General.

The carve-outs below describe the limited situations in which the Platform's standard escrow, auto-confirmation, or Acceptance Window logic may be paused or adjusted because a non-

waivable consumer rule requires it. Each carve-out: (i) applies only where the Buyer is a qualifying Consumer under S7.2; (ii) is order-specific; and (iii) is applied only to the minimum extent needed to comply with the relevant rule.

S7.3.2 Category A — Right to Withdraw (Digital Content)

(a) Legal ground. Directive 2011/83/EU, Arts. 9–16 (and corresponding UK/EU implementations on digital content).

(b) Rule. Where digital content / in-game valuables are supplied immediately and, before supply, the Consumer has expressly (i) requested immediate performance and (ii) acknowledged that this waives the 14-day withdrawal right, the statutory right of withdrawal does not apply.

(c) Platform requirement. Before checkout the Platform must display a clear pre-delivery consent/waiver text and must log the Buyer's acceptance in a verifiable way (see S7.6).

(d) Effect on escrow. If a valid consent/waiver is on record for the specific Order, the Company may proceed under its standard escrow and auto-confirmation logic and is not required to pause or reverse solely on the basis of withdrawal.

(e) Fallback. If such consent/waiver was not captured, was incomplete, or cannot be evidenced for the specific Order, and the Consumer validly invokes a statutory withdrawal right, the Company may place a limited, order-level hold on escrow/refund processing to implement the outcome required by Applicable Law. This hold is case-specific and does not alter system-wide timers.

S7.3.3 Category B — Non-Conformity / Defect Rights

(a) Legal ground. Directive (EU) 2019/770, Arts. 7–10; UK Consumer Rights Act 2015, Part 1, Ch. 3.

(b) Rule. If a Consumer timely claims that the supplied digital content/service is non-conforming under Applicable Law, the Company may have to pause or defer escrow release so that the statutory remedy (repair, replacement, price reduction, or refund — as applicable) is not frustrated by automatic release.

(c) Effect on escrow. Escrow and/or auto-confirmation may be paused for that Order while the claim is verified against available Proof-of-Fulfilment and, where relevant, publisher/game state.

(d) Implementation note. The Company may set an internal claim window (for example, linked to the delivery timestamp) for operational control; however, any such internal window cannot shorten or override a longer, non-waivable statutory period where Applicable Law gives the Consumer more time.

S7.3.4 Category C — Unfair Contract Terms

(a) Legal ground. Directive 93/13/EEC; UK CRA 2015, s. 62 and related fairness tests.

(b) Rule. Clauses that purport to exclude or limit mandatory consumer rights are ineffective to that extent in the relevant jurisdiction.

(c) Effect on escrow. Standard platform timers stay in place; however, if the Legal & Compliance function flags a specific clause or outcome as non-enforceable for a given jurisdiction, the Company will process that case on a jurisdiction-specific basis, applying the mandatory part of the rule.

S7.3.5 Category D — Statutory Refund Timing

(a) Legal ground. Directive 2011/83/EU, Art. 13; UK CRA refund-timing rules.

(b) Rule. Where a valid statutory withdrawal or other consumer-mandated refund occurs, the refund must be processed within the period set by Applicable Law.

(c) Effect on escrow. This applies only to validated statutory withdrawals/refunds (which will be exceptional for immediately supplied in-game items). In such cases the Company may adjust escrow/release timing for that Order to meet the statutory deadline, without changing system-wide logic.

S7.3.6 Category E — Involuntary Account Loss / Third-Party Disablement (Publisher-Driven Events)

(a) Default risk allocation. As a general rule, loss of access to a game account, transfer market, or in-game valuables resulting from a game publisher's enforcement action (ban, wipe, lock, restriction, or comparable measure) remains a Buyer-borne risk, as already stated in the Company's Buyer-facing policies (including the Coverage & Exclusions Matrix). The Company, acting solely as Aggregator and escrow facilitator, does not assume liability for, and cannot reverse or override, publisher decisions taken under the publisher's own terms of service.

(b) Narrow statutory exception. A deviation from this default allocation will be considered only where a non-waivable consumer rule in the Buyer's jurisdiction — or a binding instruction from a competent consumer authority/regulator — expressly requires the Company to suspend or revisit the transaction outcome notwithstanding the above allocation of risk.

(c) Trigger and evidence. In such a mandatory case, the Buyer must provide objective documentary evidence (for example, an official publisher/account-termination or restriction notice clearly linked to the relevant game/account and to the timeframe of the Order). Generic statements, screenshots without clear identifiers, or cases where the publisher's action appears to have arisen from the Buyer's own breach of the game's rules or publisher ToS are not sufficient to trigger this carve-out.

(d) Effect on escrow. Where (i) a mandatory legal or regulatory basis is established under subparagraph (b), and (ii) adequate evidence is provided under subparagraph (c), the Company may place a limited, order-specific hold on escrow or auto-confirmation for that transaction only, pending verification and implementation of the legally required outcome. Such a hold shall not modify or extend system-wide Acceptance Window logic.

(e) No expansion of liability. Nothing in this Category E shall be construed to (i) create Company liability for publisher actions, (ii) shift to the Company the commercial or enforcement risks inherent in using publisher-controlled platforms, or (iii) grant Buyers compensation or refund rights beyond those expressly compelled by Applicable Law or a competent authority.

S7.3.7 Category F — Jurisdictional Override (e.g. UAE Consumer Protection Law)

(a) Legal ground. This carve-out applies where a competent consumer authority or regulator (for example, under UAE Federal Decree-Law No. 15 of 2020, Arts. 12–14, or a comparable local rule in the Buyer's jurisdiction) issues, or is empowered to issue, a directive that requires a consumer-favourable outcome or a temporary suspension of processing.

(b) Rule. If such a competent authority/regulator formally requests that a specific transaction be held, re-assessed, or processed in a manner that deviates from the Company's standard

escrow/auto-confirmation flow, the Company shall suspend its normal release mechanics for that order and follow the authority's instruction to the extent required.

(c) Effect on escrow. The relevant Order may be placed in a compliance/administrative hold state (timers tolled; no escrow release; no delivery progression) until the authority's position has been verified and implemented. The hold is order-specific and does not alter system-wide settings.

(d) Implementation note. The technical hold may be applied using the Company's existing compliance-freeze / tolling logic as described in its internal operational manuals. This reference is operational only and does not create additional Buyer rights beyond what the Applicable Law or the competent authority's directive expressly requires.

S7.4 Operational Integration Points

S7.4.1 Escrow Logic Adjustment.

Adjustment of the Company's escrow-release, auto-confirmation, or Acceptance Window mechanics shall take place only where a mandatory consumer right, validly invoked by a Consumer under Applicable Law, would otherwise be frustrated by the default workflow. Any such adjustment shall be strictly limited in scope (to the specific Order) and duration (for as long as the mandatory right requires) and shall not alter system-wide parameters or timing rules. For the avoidance of doubt, no discretionary extension of the Acceptance Window shall be granted unless this is expressly required by Applicable Law or by a competent authority.

S7.4.2 Case Tagging and Tolling.

Each Order for which a consumer-mandatory carve-out is accepted shall be clearly identified in the Company's case-handling interface (for example, by using the tag "Consumer-Carve-Out") so that operational, compliance, and payment/PSP channels can trace the deviation from the standard flow. Once tagged, timers associated with the Acceptance Window, auto-confirmation, and related SLAs may be suspended or tolled in accordance with Schedule 2 (Acceptance Window & Escrow Mechanics) and Schedule 6 (Risk Holds & Compliance Freezes), mutatis mutandis. The case record shall indicate at minimum: (i) the Consumer's jurisdiction, (ii) the invoked right/category as per S7.3, and (iii) the legal or regulatory basis relied upon.

S7.4.3 Documentation and Legal Basis.

A Consumer who invokes a statutory carve-out must provide, at the time of invocation, a written explanation or reference to the Applicable Law or competent authority on which the claim is based. Such material becomes part of the evidentiary record for the Order and shall be stored, time-stamped, and cross-referenced to the Order ID and Buyer ID in line with the Company's data-protection and record-keeping rules. General or vague statements (for example, "EU consumer law") without a concrete statutory effect shall not, by themselves, justify suspension of escrow or auto-confirmation.

S7.4.4 Verification and Compliance Approval.

The Company's Legal & Compliance function (or a duly delegated compliance officer) shall determine whether the cited consumer rule is (i) applicable to the Consumer, (ii) mandatory/non-waivable, and (iii) actually requires deviation from the standard escrow logic. Only after such determination may an escrow suspension, refund deviation, or timer tolling be applied. All actions,

approvals, and determinations shall be logged in the Order's case file and retained in the evidence/audit pack for potential regulatory or internal audit review, in line with the Company's documentation regime.

S7.5 Mandatory Consumer Rights (Jurisdictional Note)

Where the Buyer qualifies as a consumer under Applicable Law (for example, in the EU, the UK or the UAE), any non-waivable consumer rights regarding digital content, refund timing, or remedies for non-conformity shall prevail over this Policy to the extent of any conflict. In such cases, the Company, acting as Aggregator and escrow facilitator, may temporarily suspend escrow release or auto-confirmation for the specific Order in order to implement the outcome required by law. In all other respects, the standard escrow, Acceptance Window, and dispute-handling rules in this Policy continue to apply.

S7.6 Documentation and Buyer Acknowledgement

S7.6.1 Mandatory pre-delivery acknowledgement. Before the Buyer completes an order for immediately delivered digital content or in-game valuables, the Platform shall display a clear notice stating that delivery will start immediately and that, by confirming the order, the Buyer agrees to the immediate supply and acknowledges that the statutory right of withdrawal does not apply once delivery begins (where permitted by Applicable Law). The Buyer's acceptance of this notice is a condition for proceeding with the order.

S7.6.2 Recordkeeping. The Platform shall keep a verifiable record of the Buyer's acknowledgement for each relevant order (including order identifier and time of consent) and shall store it securely for the period required by Applicable Law and the Company's published data-protection / retention instruments.

S7.6.3 Language. The acknowledgement shall be provided in English as the master version and, where local consumer law requires, may be shown in an appropriate local language, provided that the legal meaning is preserved.

S7.6.4 System integration. Buyer acknowledgement shall be captured before escrow activation or delivery initiation. Where acknowledgement is not captured, the order may be placed on hold until proper consent is recorded.

S7.7 Governance and Maintenance

S7.7.1 This Schedule is maintained by the Company to ensure that Buyer-facing procedures remain aligned with mandatory consumer protection requirements in the jurisdictions where the Company operates.

S7.7.2 The Company may update this Schedule from time to time to reflect changes in Applicable Law or in the Company's Buyer-facing documentation suite. Updated versions, once published, replace earlier versions for future transactions.

S7.7.3 Where a competent authority lawfully requests evidence of how a consumer carve-out was applied in a specific case, the Company will provide the relevant order-level records in accordance with its data-protection and retention rules.

S7.8 Precedence and Interpretation

S7.8.1 Statutory Supremacy. If there is any inconsistency between this Schedule 7 and any other Buyer-facing policy or schedule of the Company, the mandatory consumer protection rules of the applicable jurisdiction shall prevail, but only to the extent required by law.

S7.8.2 Limited Deviation from Escrow Logic. The escrow and auto-confirmation mechanics described in this Policy are modified or suspended only where a binding statutory provision expressly requires such modification. The Company does not voluntarily extend or replicate consumer rights beyond the minimum level mandated by Applicable Law.

S7.8.3 Operational Recording. Where an order is processed under a consumer-mandatory carve-out, the Company will keep an order-level record of the legal basis and jurisdiction relied upon, in line with its data-protection and retention rules. This is to preserve auditability while maintaining the Company's role as Aggregator and escrow facilitator.

S7.8.4 The Company may maintain internal implementing materials to support the application of this Schedule; such materials are non-public and do not create additional rights for Buyers.

S7.9 Internal implementation

The Company may maintain non-public operational materials (including legal reference tables, consent texts, and flowcharts) to implement the consumer-mandatory carve-outs described in this Schedule. Such materials are for internal use only, may be updated without notice, and do not create additional rights for Buyers or additional obligations for the Company beyond those set out in this Policy and Applicable Law.