

CS2.KINGUIN.NET TERMS & CONDITIONS

Version: 1.0 as of May 10th, 2024

These Terms & Conditions govern the use of the CS2.kinguin.net Platform.

WHEN USING THE CS2.KINGUIN.NET PLATFORM YOU AGREE TO BE BOUND BY THESE T&C, SO PLEASE READ THEM CAREFULLY.

CS2.kinguin.net is a market-discovery website, where You can compare offerings of selected External Platforms related to Counter-Strike 2, such as in-game items (skins), cases and vouchers. Although, we are not affiliated with any of the External Platforms, we may earn commission when You click on the referral links on the CS2.kinguin.net.

All items that You purchase at External Platforms should only be used in the Counter-Strike 2 game for personal enjoyment and not for gambling. Engaging in online gambling carries inherent risks, including the potential for significant financial loss and the development of gambling habits that may impact personal, family, or financial well-being. Kinguin does not support gambling and encourages users to approach gambling activities cautiously and seek information and support when needed.

The processing of Your personal data is governed by Kinguin's [Privacy Policy](#).

1. DEFINITIONS

- 1.1. **Effective Date** – date listed at the top of these T&C, indicating their entry into force based on CET (CEST) time zone.
- 1.2. **External Platforms** – third party platforms where Products can be purchased.
- 1.3. **Kinguin or “We”** – Kinguin Digital Limited, with its registered office in Hong Kong, at 5/F Chung Nam Building, 1 Lockhart Road, Wan Chai, Hong Kong, Hong Kong, help@kinguin.net, being the operator (administrator) of the Platform.
- 1.4. **Platform** – website available at <https://cs2.kinguin.net/>.
- 1.5. **Products** – digital goods and services related to Valve Corporation’s Counter Strike 2, including in-game items (such as skins), cases and vouchers.
- 1.6. **T&C** – these Terms & Conditions along with all the appendices.
- 1.7. **Users or “You”**– any person (including natural or legal person) who uses the Platform, subject to conditions specified in these T&C.

2. MAIN TERMS

- 2.1. These T&C govern Your use of the Platform.
- 2.2. The Platform is a market-discovery website, where You can discover and compare External Platforms’ offerings related to Products. Importantly:
 - 2.2.1. **We do not sell the Products**, aside from a limited range of Products clearly marked as purchasable at Kinguin.net (in which case You will be redirected to Kinguin.net for purchase purposes – this relates to the gift card & voucher category). All other Products may only be purchased at External Platforms.
 - 2.2.2. **We are not affiliated** with the External Platforms and do not endorse them. In particular, We are not a shareholder, a subsidiary, a representative or an agent of any External Platform and do not share management with them. However we may earn a commission from External Platforms, when Users use the referral links on the Platform.
 - 2.2.3. **We are not affiliated with Counter-Strike 2’s developer: Valve Corporation** and have no direct contractual cooperation with them.
 - 2.2.4. **We are not aware of any legal relations between External Platforms and Valve Corporation and make no representations in this regard**
- 2.3. Kinguin takes reasonable efforts to showcase only the most reputable market participants on the Platform, who abide to industry-wide market standards in relation to security and compliance with applicable consumer laws. However we have no real control over how the External Platforms act in relation to their customers. In case of any problems You should contact External Platforms directly, but we encourage You to also share with us any feedback You deem relevant, so we can protect other Users, including by potentially delisting an External Platform, which does not honor its obligations.
- 2.4. The Platform is available only to Users who are of the age of majority in the province, territory or country where a User has their place of residence and have full and unrestricted legal capacity to enter into binding agreements (in most places this is 18 years old).
- 2.5. Any person having their place of residence in a sanctioned country as specified in **Appendix 1** is prohibited from accessing the Platform.
- 2.6. When You click on any link on the Platform You will be redirected to External Platform where You may purchase a Product. Transactions at External Platforms are beyond Kinguin’s control and will usually be subject to separate terms & conditions and requirements of the External Platforms. In particular, External Platforms may impose requirements regarding purchasing of Products (e.g. require You to register an

account, show proof of identify) or implement restrictions based on variable and dynamically changing criteria, such as territory (e.g. restrict countries where they offer Products for sale), payment method, total basket value (e.g. maximum allowable purchase), account history etc., subject to their AML, anti-fraud, risk and other policies. We encourage all Users to read carefully all the terms, policies, requirements along with all Product descriptions and disclaimers provided by the External Platforms before making any purchases.

3. PRODUCTS & EXTERNAL PLATFORMS

- 3.1.** Kinguin's aim is to show a **curated list** of External Platforms and Products, which our experts consider to be the most interesting offers related to Counter-Strike 2.
- 3.2.** Kinguin makes no representation, guarantee, warranty or undertaking that Products and External Platforms presented on the Platform will reflect the total or accurate state of the Counter-Strike 2 market and all possible trading parties or offers.
- 3.3.** Kinguin takes reasonable effort to show the most up-to-date and accurate terms for offerings of External Platforms (including description of Products, price and bonuses). In some cases this is done via automatic mechanisms (API), but sometimes this may have to be done manually, which is prone to human errors and slower. Consequently, occasionally information presented on the Platform may diverge from External Platform's offering: (i) it may happen that an External Platform will change its offering before we manage to identify it and reflect in the Platform and (ii) External Platforms may change Product's terms at any time without informing us. Therefore, Users are strongly encouraged to verify the terms of sale of each Product at External Platforms before making any purchases and Kinguin makes no representation, guarantee or undertaking of any kind, either explicit or implicit, that the terms of Products presented on the Platform will always be accurate and up-to-date.
- 3.4.** Product lists are curated by our internal team of Counter Strike 2 experts, based on our reasonable judgment as to which offers will be the most interesting to Users taking into account Products' variability, availability, price and overall popularity of External Platforms. Additional sorting and filtering features may be provided to Users.
- 3.5.** Kinguin may promote selected External Platforms, offerings or Products in exchange for an additional payment, in which case clear label will be added indicating such paid promotion (e.g. as "featured" offering).
- 3.6.** Prices shown in the Platform are preliminary and as shown on External Platforms website. We have no control over External Platforms and they may apply additional fees or taxes, depending on the circumstances, without our control or without informing us, such as service fees and taxes; additionally, payment providers used at External Platform may charge payment fees. Additionally, currency exchange rates may differ across External Platforms, which may further distort the final price You will be able to purchase a Product for. For this reason we strongly recommend that You verify final price at checkout before making any purchases at External Platforms.

4. COMPLAINTS

- 4.1.** Users are encouraged to submit all complaints, questions, suggestions through Kinguin's Customer Support Portal [here](#). Users may also contact us via email at: help@kinguin.net.
- 4.2.** It is recommended that complaints list all relevant details (e.g. the Users' login, description of a problem, preferred contact method, preferred solution) and – if possible – screenshots showing the context of the issues to be resolved, as this may expedite the handling of a complaint. If any further information is needed from the User in order for Kinguin to respond to the complaint, Kinguin will request such missing information from the User.

- 4.3. Complaints will be handled through Kinguin's internal complaint-handling system, by Kinguin's qualified customer support staff, in a timely, non-discriminatory, diligent and non-arbitrary manner. Kinguin will respond to the complaint at the latest within 14 days from its receipt or, in case of the need to receive additional information from the User as per Clause 4.2, within 14 days from the receipt of such additional information.
- 4.4. Kinguin will inform the User of its decision in relation to the complaint, by offering statement of reasons, factual and legal circumstances that the decision is based on and the possibility of redress via out-of-court dispute settlement.

5. LIABILITY

- 5.1. Without prejudice to mandatory Consumer protection laws that cannot be contractually derogated from:
 - 5.1.1. all Kinguin services provided under these T&C are made available on an AS IS, IF AVAILABLE, and WITH ALL DEFECTS basis and without warranty of any kind, either express or implied, including in particular the implied warranties of merchantability, fitness for a particular purpose, enjoyment. Kinguin does not guarantee or represent that the Products' prices and terms will be the best, the most favorable to Users or the lowest on the market or that they will meet the Users' requirements or expectations.
 - 5.1.2. Kinguin expressly disclaims any common law duties with regard to Platform, including duties of lack of negligence and lack of workmanlike effort.
 - 5.1.3. Kinguin does not warrant that the Platform will meet the Users' requirements or expectations, including that the operation of the Platform will be uninterrupted or free from error, damage, loss, interference, hacking or viruses, or that the Platform will be compatible or work with any hardware or software.
 - 5.1.4. For avoidance of doubt, Kinguin does not assume any liability for circumstances beyond its control and out of scope of Kinguin's obligations regarding provision of the Platform as specified in these T&C. In particular, Kinguin does not assume any liability and makes no warranty, commitment, guarantee or representation regarding conformity of the Products, conformity or performance of External Platforms, their availability, malfunction.
- 5.2. The limitations and exclusions of liability under T&C apply to the fullest extent permitted by law and will be effective regardless of a User giving notice to Kinguin that such damage may occur. The limitations and exclusions do not apply to any damage caused by Kinguin acting deliberately, to the extent that applicable law prohibits exclusion or limitation of liability in such cases.
- 5.3. Kinguin shall not be held liable for any loss or damages of any kind, delays, interruptions, or errors caused directly or indirectly by uncontrollable and unforeseeable forces, e.g. acts of nature and circumstances beyond Kinguin's reasonable control, Internet failures, computer hardware malfunctions, telecommunications issues, equipment failures, blackouts, strikes, labor actions, riots, insurrections, civil commotion, shortages of labor or materials, fires, floods, storms, explosions, war, terrorism, changes in law, government or regulatory actions, court or tribunal orders, or negligence by third parties not related to Kinguin, physical obstructions, lockouts and natural disasters.

6. CHANGES TO THE PLATFORM & CHANGES TO THE T&C

- 6.1.** These T&C shall come into effect on the Effective Date and remain valid and binding until changed or terminated in accordance and subject to mandatory laws and provisions of these T&C.
- 6.2.** These T&C may be amended by Kinguin upon a 14-day notice (to be sent via email to User's email address assigned to their Account) or shorter if that is required by applicable laws or a final and binding decision of a court or a state authority, in either of the following cases:
 - 6.2.1.** If and to the extent that such a change is necessary to ensure compliance with laws governing the Platform or Kinguin.
 - 6.2.2.** If such an amendment does not negatively affect Users' already acquired rights and obligations with respect to purchased Products or transactions already made.
- 6.3.** As a market-discovery Platform showcasing third parties' offerings, the Platform relies on a dynamically variable offer of Products, offered for sale by curated and ever-changing list of External Platforms. Consequently, the following elements may change at any time, based on the current market conditions, without changes to these T&C:
 - 6.3.1.** We may introduce new Products or External Platforms, change current Products (including types, categories, terms, bonuses, prices, descriptions, sorting criteria), remove current Platforms or External Platforms;
 - 6.3.2.** We may change ways of promoting or showcasing Products or External Platforms, including by introducing new promotion features, new sorting measures, filters, AI recommending tools etc., canceling old promotion features or amending them.
 - 6.3.3.** We may cancel, suspend or change current features or introduce new features (e.g. new authentication methods, changes to the Platform's interfaces, new graphics), in order to improve UX (user experience), for security and compliance reasons, to offer new ways of interacting with the Platform, introduce new products and services.
- 6.4.** Changes specified in Clause 6.3 may be introduced without any prior notice provided they are without prejudice to Consumer's acquired rights and obligations in respect to pending or completed purchases of Products.

7. FINAL PROVISIONS

- 7.1.** Unless applicable law all communication with the Users shall be made via emails or Customer Support Portal as per Clause 4.1.
- 7.2.** Kinguin, Users and External Platforms are independent partners and nothing in these T&C is or shall be construed as leading to an establishment of any agency, partnership, joint venture, employment or franchise between them.
- 7.3.** If any provision of these T&C turns out to be invalid or unenforceable, such a provision shall not be binding and the remaining provisions will continue to be valid and enforceable.
- 7.4.** These T&C are governed by the laws of Hong Kong. However, the foregoing will be without prejudice to mandatory laws, which in the absence of a choice of law would have been applicable based on the Consumer's habitual residence, provided that such laws cannot be contractually derogated from by virtue of the law.
- 7.5.** These T&C have been drafted in English language as the main language version; the T&C have then been translated by professionals into local languages where Kinguin's Users may have their habitual place of residence. However, considering Platform's

global reach and internationalization of Counter-Strike 2's market, in the event of any inconsistency between the English version of these T&C and such other "local" language versions, the English version shall prevail and remain binding. In case of any doubts regarding Your rights and obligations based on these T&C, You are encouraged to contact Customer Support as per Clause 4.1.

APPENDIX 1

In order to maintain legal integrity of the Platform and ensure that all operations are conducted within the bounds of international laws and regulations Kinguin does not engage in business activities with Users having their place of residence or the settlement's payment account in countries and regions outlined in the following sanctions lists:

[UN Sanctions](#)

[EU Sanctions](#)

[OFAC Sanctions](#)

[FATF List](#) of jurisdictions under increased monitoring or considered high-risk due to strategic deficiencies in their AML/CFT regimes