

# Condition d'utilisation

By visiting Voidu Platform and/or using any of its content, including products, services, and other materials provided through the Platform (“Content”), you will be deemed to accept this User Agreement and the Voidu Privacy Policy regardless of how you access or use the Platform and Content.

If you do not agree with the terms and conditions set forth in this Agreement and/or the Privacy Policy, you must not use Voidu Platform and Content directly or indirectly for any purpose.

## 1. PARTIES

This Voidu User Agreement (“Agreement”) is executed by and between Voidu BV, which is a company incorporated under the laws of The Netherlands and the User.

The terms “User” and “you” shall refer to the natural or legal persons who use Voidu Platform and/or Content, either through simply visiting the Platform, creating a Voidu user account (“Account” or “User Account”), or using any Content provided through Voidu Platform. The terms “Voidu” and “we” will refer to Voidu BV. Voidu and the User shall be referred to as “Party” individually and “Parties” together.

## 2. SCOPE

This Agreement hereby determines the obligations and rights of the Parties for the interactions between Voidu and the User on any Voidu Platform and/or Content, and his/her purchases offered through the Voidu Platform and/or content.

## 3. USER ACCOUNT

The User shall create a Voidu account in order to benefit from the services provided on Voidu Platform and/or content. Voidu may also request billing information from you in order to legally process the purchased goods or services from your Account. The User shall not act as a third person while giving the personal information requested by Voidu and shall, at all times, give his/her own valid, complete, accurate and true information. Please refer to the Voidu Privacy Policy for details on data protection. In order to register for a User Account, you have to (i) choose an available username and password for your Account; (ii) accept the applicable terms and conditions for registration; and (iii) provide other information requested by Voidu. We will process and maintain your personal information in accordance with the purposes and rules set out in the Voidu Privacy Policy.

Voidu Platform and Content are designed for your personal use. You may not share your account information, especially your private password, with any third person, be they family, friends, or other persons. Neither the User nor any third person will be entitled to bring any claims or complaints against Voidu for such unauthorized use. Third persons using the User’s Account are not deemed to have any rights under this Agreement. They will, however, be obliged to comply with all obligations of the User under this Agreement.

In the event that you become aware of any unauthorized access to your account, you should immediately notify us so that we can take the necessary security measures in order to protect your account. During this process, Voidu may request that you answer certain questions in order to make sure that you are the legitimate owner of the account.

Users are allowed to delete their accounts but are not allowed to re-create or re-open an account on Voidu with the same e-mail address used initially. This rule is set up for security reasons for both Voidu and the users of Voidu.com.

All User Accounts must be used in accordance with this Agreement and applicable laws. If you commit any of the acts listed below, Voidu may, without prejudice to any of its rights and powers, suspend or

revoke your Account temporarily or permanently.

- (i) allowing or causing third parties to use or otherwise benefit from Voidu Platform or Content through your Account;
- (ii) executing transactions on behalf of third parties;
- (iii) using your Account for any commercial or unlawful purposes;
- (iv) selling, renting, transferring, lending, swapping, or otherwise disposing of your Account or Account information.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN THE ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO THE ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF VOIDU.

#### **4. GENERAL TERMS**

Users shall not use their Accounts in any way that would infringe the Intellectual Property rights of third parties that are in a contractual relationship with Voidu.

The following acts by the User shall be considered as violations of this Agreement and the User shall be solely responsible for any harm, loss, or wrongdoing that such actions have caused to Voidu and the abovementioned third parties, in addition to any legal and criminal liabilities.

- (i) create or use cheats, automation software (bots), hacks, mods, IP altering VPN's or any other unauthorized third-party software designed to modify the service, any game, or any game experience;
- (ii) exploit the service, a game or any part thereof for any commercial purpose;
- (iii) buy or sell for real money or in exchange for in-game currency, items or resources without the consent of the third party that owns the services or products offered;
- (iv) buy or sell a User Account;
- (v) use any unauthorized third-party software that intercepts, "mines", or otherwise collects information from or through any service or product, including without limitation any software that reads areas of RAM used by any service or product to store information about a character or a digital environment;
- (vi) modify or cause to be modified any files that are a part of any service or product in any way not expressly authorized by the third parties who are the owner of the related services or products;
- (vii) facilitate, create, or maintain any unauthorized connection to any service or product, including without limitation (a) any connection to any unauthorized server that emulates or attempts to emulate a service or product; and (b) any connection using programs or tools not expressly approved by Voidu;
- (ix) plan or engage in any illegal activity;
- (x) bypass our robot exclusion headers or any technical measures which we use in order to provide Voidu Platform or Content, or imposing an unreasonable or disproportionately large load on infrastructure of Voidu or its contractors;
- (xi) using any robot, spider, or other automated means to access Voidu Platform or Content for any purpose;
- (xii) probing, scanning, or testing for vulnerabilities in Voidu Platform or Content (including but not limited to any system, network, policy, security component, authentication, or protection measure);
- (xiii) undertaking any action which could amount to unjust enrichment by receiving funds from Voidu and its contractors or payment system providers for the same transaction;
- (xiv) selling, trading, or commercializing Voidu Platform or Content (or any part thereof) for any

purpose;

(xv) sharing/publishing advertisements or any other content for advertising purposes through platforms provided by Voidu Platform or Content;

(xvi) sharing/publishing any content contrary to law or ethics through platforms provided on Voidu Platform or Content, particularly sharing/publishing any content assaulting or disturbing third parties, minorities, or any other part of society, using slang, impolite or threatening language either implicitly or explicitly;

(xvii) pretending to be anyone, or any entity, or otherwise misrepresenting yourself;

(xviii) controlling an account linked to another account which has breached any provision of this Agreement;

(xix) engaging in any copyright infringement or other intellectual property infringement;

(xx) providing/disseminating false, inaccurate, misleading, or defamatory information pertaining to Voidu (including without limitation its employees, representatives, shareholders, and any contractors) and/or Voidu Platform or Content;

(xxi) taking any action that may cause us to lose any of the services from our internet service providers, contractors, payment system providers, solution partners, and other suppliers.

## **5. ACCESS**

You may create an Account only if you are a “natural person” and 16 years of age or older. Note that certain features of the service, or Games playable on the service, may not be available to minors. Corporations, Limited Liability Companies, partnerships, and other legal or business entities may not establish an Account. Individuals prohibited by Voidu from using the service may not create or use an Account. By accepting this Agreement, you hereby represent and warrant that you meet these eligibility requirements. If at any time Voidu becomes aware that you have registered an Account without meeting the foregoing requirements, Voidu reserves the right to take steps to suspend, terminate, and/or delete the Account.

We do not guarantee or warrant the availability of Voidu Platform or Content, products or services offered via the Platform, on a continuous or uninterrupted basis. Voidu Platform and/or Content may be inaccessible or inoperable for any reason, including but not limited to maintenance, repairs, replacements, new features, equipment/system malfunctions, technical problems, or causes beyond our reasonable control or that are not reasonably foreseeable.

Furthermore, Voidu reserves the right to deny, suspend, lock, modify, or revoke access to Voidu Platform or Content, or take other necessary technical measures for any reason, including but not limited to the following:

- (i) to enforce, and prevent actual or possible breaches of, this Agreement and applicable law;
- (ii) to protect the integrity, stability, reputation, and trustworthiness of Voidu Platform and Content;
- (iii) to defend against any legal action or threatened legal action, regardless of whether such legal action is eventually determined to be with or without merit, or to avoid any civil or criminal liability;
- (iv) to carry out the orders of courts or administrative bodies.

You agree and represent that Voidu will not have any liability for Voidu Platform or Content not being accessible or working due to any reason.

## **6. ORDERING AND PURCHASING OVER VOIDU**

Voidu Platform is an online video game store through which digital computer games, e-pins, steam codes, and similar digital gaming items (“Product” or “Products”) are offered and sold to users.

The purchases done by the User via Voidu Platform are subject to the approval of Voidu.

In order to place an order through Voidu you must (i) have an active User Account; (ii) accept and abide by this Agreement and the Voidu Privacy Policy, Pre-Information and Distance Sales Contract, and the rules specific to the Product provided by Voidu or the supplier/distributor/producer of the Product; and (iii) complete an order by taking the steps provided through Voidu Platform for this purpose and by making the payment for the Product.

Please be aware that valid orders placed through the Voidu Platform are legally to purchase the related product or service. However, you will be granted an opportunity to review your order to check and correct any mistakes before you complete your order. Upon the receipt of a valid order, we will send an e-mail to your email account to confirm the receipt of your order. This e-mail does not mean that we have accepted your order; it only serves to confirm that we have received your order.

Voidu reserves the right to refuse an order if,

- (i) the ordered product or service is out of stock or otherwise temporarily or permanently unavailable;
- (ii) if it is not possible to complete the sale for any reason;
- (iii) if the information provided by you in order to create your account, or for the purpose of billing, is not accurate;
- (iv) if your account falls under the accounts that require suspension or restriction;
- (v) the payment system provider is unreachable for any reason;
- (vi) if there is any other reason for the refusal of the order under this Agreement or applicable law, or pursuant to the principle of equity.

## **7. PAYMENT**

You can make the payment for a product by using any of the payment methods available at that moment, such as credit card, debit card, mobile payment methods, and other payment options like e-pin and gaming coins. We have the right to refuse payments made via specific payment methods due to technical difficulties or for any other reason. Available payment methods and applicable terms and conditions (e.g. technical and procedural rules) shall be determined by Voidu, and at the sole discretion of Voidu. Voidu shall have the right to change the scope and features of available payment methods and applicable terms and conditions at any time and without prior notice.

The User is solely responsible for abiding by the terms and conditions of the payment method chosen. Voidu cannot be held responsible for any payment that is made, or could not be made, through a User Account.

E-pins and gaming coins do not grant you the ability to purchase every item from Voidu Platform.

These payment methods are not universal electronic currencies such as Bitcoin, Ethereum, etc. and may only be used on Voidu Platform for purchasing the goods and services provided by Voidu. The e-pins and game coins will vanish after 1 (one) year, starting from the day of delivery. After the expiration of the 1-year period, you cannot activate or otherwise use e-pins or gaming coins for making payments on Voidu Platform. However, in the event that you have a justified and acceptable reason for not using e-pins or gaming coins within their lifetime, you can send us a written request of activation which must include the following: (i) your identity and User information; (ii) the date on which e-pins or game coins are delivered to your acquisition; (iii) the quantity of e-pins or gaming coins; and (iv) your reasons along with supporting documents/information. Voidu, at its sole discretion, may accept your request if it concludes that (i) your reasons are justified, beyond doubt and deemed acceptable by Voidu; and (ii) your request of activation is submitted to Voidu within 1 (one) year after the date of expiration of the e-

pin or gaming coin concerned. You hereby agree not to transfer, sell, lend, rent, or otherwise dispose of e-pins and gaming coins other than their permitted use under this Agreement. Voidu will be entitled to change the purpose, scope, and lifetime of the delivered e-pins and gaming coins at any time without prior notice.

When you use a payment method to make a payment on Voidu Platform, the transaction is made between your device and that of the relevant payment system provider through Voidu Platform's interface. You agree that Voidu will not be responsible for the services, systems, infrastructure, and acts of the payment system provider, the completion of the payment transaction, or any matter between you and the payment system provider. Any claims, complaints, or disputes arising out of or in connection with any transaction between you and the payment system provider cannot be brought against Voidu.

We use SSL Secure technology for the encryption of your credit card information. Such encryption technology reasonably mitigates the risk of your card information being obtained by unauthorized third parties. We also do not store your credit card information where you use credit card or an online POS device to make a payment.

Products purchased from Voidu Platform are not physically delivered.

If your use of Voidu is subject to any type of use tax or sales tax, then Voidu may also charge you for those taxes in addition to the fee of the content or service. The European Union VAT ("VAT") amounts collected by Voidu reflect VAT due on the value of any content and services.

## **8. PRODUCT PURCHASING RULES**

We have rules connected to purchasing a product on our website. Most of these rules are implemented for security and safety reasons.

We do not allow the same product to be purchased more than once on one account.

Not more than 5 (five) products can be added to your cart per purchase.

We do not allow a payment method (same Credit card or same Paypal account) to be used on multiple accounts.

## **9. REFUND POLICY**

Voidu does not issue refunds for digital products once the order is confirmed and the product key is revealed. However, refunds may be offered in exceptional cases if customer service has determined the customer's refund request is reasonable and provided that all of the following conditions are met:

(i) The time of the customer's request for refund/credit is less than 14 (fourteen) days since the service has been delivered. Please note that this policy does not apply if the game is due to be released within 48 hours or preload begins;

(ii) The game activation key (including any bonus or beta keys) has not been disclosed to you by email, webpage, or directly injected into a publisher's client;

(iii) If a product has been purchased without any VPN, IP altering software or any violation to General Terms mentioned in section 4.

If you feel you qualify for a refund please contact Voidu Customer Support at [support@voidu.com](mailto:support@voidu.com).

## **10. INTELLECTUAL PROPERTY**

All Content included on or in Voidu Platform and/or Products, including without limitation the text, graphics, user interfaces, visual interfaces, software, scripts, source code, API, photos, sounds, music, videos, interactive features, trademarks, logos, and their arrangement are owned by Voidu and are protected by intellectual property and unfair competition law.

You hereby agree not to copy, modify, lend, sell, rent, license, download, process, reproduce, distribute, transmit, broadcast, display, create derivative works based on, or exploit the Content for any purposes.

Neither any provision of this Agreement nor the purchase of any Product transfer the ownership of any Content to you, or grant you any other right or license with regard to the Content. The purchase of a Product only entitles you to use the Content contained therein within the limits of personal use and good faith.

You may not use the content and services for any purpose other than the permitted access to Voidu and to make personal, non-commercial use of your Account, except as otherwise permitted by this Agreement or applicable law. Except as otherwise permitted under this Agreement (including Privacy Policy), or under applicable law notwithstanding these restrictions, you may not, in whole or in part, copy, photocopy, reproduce, publish, distribute, translate, reverse engineer, derive source code from, modify, disassemble, decompile, create derivative works based on, or remove any proprietary notices or labels from the content and services or any software accessed via Voidu without the prior consent, in writing, of Voidu.

You are entitled to use the content and services for your own personal use, but you are not entitled to: (i) sell, grant a security interest in or transfer reproductions of the content and services to other parties in any way, nor to rent, lease, or license the content and services to others without the prior written consent of Voidu, except to the extent expressly permitted elsewhere in this Agreement (including Privacy Policy); (ii) host or provide matchmaking services for the content and services, or emulate or redirect the communication protocols used by Voidu in any network feature of the content and services, through protocol emulation, tunneling, modifying, or adding components to the content and services, use of a utility program, or any other techniques now known or hereafter developed, for any purpose including, but not limited to network play over the Internet, network play utilizing commercial or non-commercial gaming networks, or as part of content aggregation networks, websites, or services, without the prior written consent of Voidu; or (iii) exploit the content and services or any of its parts for any commercial purpose, except as expressly permitted elsewhere in this Agreement.

## **11. DISCLAIMER**

DISCLAIMER OF WARRANTIES. FOR RESIDENTS OF THE EUROPEAN UNION THE WARRANTIES APPLY AS PER APPLICABLE STATUTORY LAW. FOR ANY RESIDENTS OUTSIDE THE EUROPEAN UNION THE FOLLOWING APPLIES: THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. VOIDU DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE GAME CLIENT OR THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## **12. LIMITATION OF LIABILITY**

IN NO EVENT SHALL VOIDU BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, ON

ANY BASIS OR CAUSE OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACTUAL, TORT OR CARE LIABILITY, EVEN IF VOIDU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, USER FURTHER AGREES TO LIMIT VOIDU'S LIABILITY TO THE SUM OF THE AMOUNT PAID TO VOIDU FOR THE PRODUCT(S) PURCHASED IN THE PRECEDING 6 (SIX) MONTHS ONE YEAR. THIS LIMITATION SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION OR LEGAL THEORY PLED OR ASSERTED.

### **13. DISCLOSURES; THIRD PARTY FEATURES**

Facebook. If you have registered a "Facebook Account" you may opt-in to the "Facebook Friends" feature, which will allow you to see which of your Facebook friends are registered on the Service. The "Facebook Account" is subject to separate terms and conditions provided by Facebook Inc. Note that if you have a Facebook account, your Facebook friends will be able to associate your screen name with your real name on the Service when they use the Facebook Friends feature. Facebook disclaims all liability it may otherwise incur as a result of this Agreement and/or your use of the Service.

### **14. UPDATES**

Voidu may modify this Agreement, the Privacy Policy, and other specific terms and conditions which apply to particular Content, Products, or features of Voidu Platform, either completely or partially, or adopt new terms and conditions (collectively "updates") from time to time, for any purpose and at its sole discretion.

Updates will, in principle, be made by posting the updated terms and conditions on Voidu Platform, and will immediately take effect as of such date. However, some updates may be brought to your attention in other ways (e.g., pop-ups appearing during your use of the Product), and take effect immediately as of that date. By continuing to access or use Voidu Platform, Content, or the Products after updates are made, you agree to be bound by the revised versions. It is solely your responsibility to watch out for any updates.

Voidu also reserves the right to notify you of any updates via e-mail or other methods. However, these notifications will be additional, and in any case, updates shall take effect immediately upon being posted on Voidu Platform or otherwise brought to your attention.

### **15. FORCE MAJEURE**

Voidu shall not be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, work stoppage, any law, order, governmental acts, directives, resolutions or practices of local or foreign authorities, terrorist acts, fire, flood, earthquake, war, riot, or civil commotion, malfunction in equipment, internet connection, infrastructure or any facilities, or any shortages, or forces beyond Voidu's reasonable control.

### **16. SEVERABILITY**

If any term, condition, or provision of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition, or provision shall not affect the validity, legality, or enforceability of the other provisions of, or any other documents referred to in this Agreement. Parties shall use all reasonable efforts to agree any substitute provisions for the invalid or unlawful provision having, as close as practicable, the same commercial effect.

### **17. ASSIGNMENT**

The User cannot assign his/her rights or obligations under this Agreement to any third party without the prior written consent of Voidu. In case of any assignment in accordance with this Section, the

assignee will replace the User.

Voidu is free to transfer any of its rights, powers, debts, or obligations provided under this Agreement, wholly or partially, to any third party, provided that it notifies the User of such transfer.

## **18. NOTICES**

Unless otherwise provided under this Agreement, any notice or other communication required or permitted to be delivered to Voidu under this Agreement shall be in writing and in the English or Turkish language, and shall be deemed properly delivered, given, and received when delivered (by hand, by registered mail, by courier or express delivery service, or by e-mail) during business days, to the contact information set forth below, unless Voidu has given a notice of a change of address by changing its address published on the Voidu Website or in other ways.

E-mail address:

Phone number:

Address:

Unless otherwise provided under this Agreement, any notice or other communication required or permitted to be delivered to User under this Agreement shall be in writing and in the English or Turkish language, and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail, fax,) to the contact information provided by User or delivered to the User on or through Voidu Platform.

## **19. RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership, or a joint venture between the Parties.

## **20. WAIVERS**

No failure or delay on the part of Voidu in exercising any power, right, privilege, or remedy under this Agreement shall operate as a waiver of such power, right, privilege, or remedy; and no single or partial exercise or waiver of any such power, right, privilege, or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege, or remedy. Voidu shall not be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege, or remedy under this Agreement, unless the waiver of such claim, power, right, privilege, or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of Voidu; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

## **21. CONCLUSIVE EVIDENCE**

Parties agree that commercial books of Voidu, and any other electronic records produced by the Voidu system shall be deemed as conclusive evidence in any dispute between the Parties.

## **22. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of The Netherlands. Any claim, controversy, or dispute arising out of or in connection with this Agreement shall be exclusively submitted to Istanbul (Caglayan) courts and Execution Offices.

BY USING THE SERVICE, YOU REPRESENT THAT YOU HAVE READ AND AGREE TO THESE TERMS OF USE, THAT YOU AGREE TO ABIDE BY OUR IN-GAME POLICIES, AND THAT YOU UNDERSTAND AND ACKNOWLEDGE OUR PRIVACY POLICY LOCATED AT

<https://www.voidu.com/en/privacy-notice>

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