

## **General Terms of Sale**

### **ACCESS CODES FOR DIGITAL CONTENT - TERMS AND CONDITIONS OF SALE**

**Please read the following important terms and conditions before you purchase any codes for digital games and/or content through this website.**

#### **1. Who we are?**

1.1. These are the terms and conditions (“Terms”) upon which Drigmatic DMCC, private company incorporated under the laws of United Arab Emirates under company registration number DMCC193623 and having its registered office at Unit No: 1072, DMCC Business Centre, Level No 1, Jewellery & Gemplex 3, Dubai, United Arab Emirates (“Drigmatic”, “we”, “us”, “our”) sell and supply access codes to digital content to you through the website [www.drigmatic.com](http://www.drigmatic.com) and through our mobile applications (“Website”).

#### **2. What we do?**

2.1. Our Website lists various digital content, e.g. downloadable game titles and other downloadable content (“Content”). We sell on the Website official keys, issued by the publisher and/or the developer of relevant Content (“Developer”), which allow the user to unlock, access and download the relevant Content from the Developer’s platform (“Code(s)”). We are not the Developer of the Content and we do not own or operate the Developer’s platform. In addition to these Terms, you may also be subject to the Developer’s end user license agreement and other terms related to its Content and its platform.

#### **3. How to contact us**

3.1. You can contact us through the support and ‘contact us’ links on the Website (<https://www.drigmatic.com/en/support/>) or by logging into your User Account (defined in section 4.1) and logging a customer support request or ticket or by writing to us at [support@drigmatic.com](mailto:support@drigmatic.com).

3.2. If we have to contact you we will do so by the email address you provided in your User Account settings.

## **4. About you**

4.1. In order for you to buy Codes from us through the Website you need to have a valid user account for the Website (“User Account”), have a valid payment method that we accept, be authorised to use that payment method (e.g. it is in your name or you have the right to use it) and a mobile, computer, television, watch or other supported device (“Device”) that is capable of accessing and downloading the Content. You must keep your User Account details secure and must not share them with anyone else.

4.2. If the law in your country considers you to be a minor you must have your parent’s or legal guardian’s permission to purchase Codes from us and to enter into these Terms.

4.3. Some Content are subject to age restrictions and therefore Codes for such Content will not be sold to persons who have not reached the relevant age where we are aware of this fact. You must comply with any age restrictions that may apply to the purchase and use of any Content. If the law in your country considers you to be a minor you and your parent or legal guardian are responsible for ensuring you purchase age appropriate Content.

## **5. Your device and data**

5.1. Before you place your order you should check that the hardware and software requirements of your Device will allow you to access and download the Content. Please click on the ‘information’ button for your chosen Content for the minimum and recommended hardware and software requirements, as issued by Developer.

5.2. You are responsible for any access or data fees from third parties (such as your internet provider and mobile carrier) in connection with your use of the Website including your purchase of Codes and your downloading and access of Content. Please check the file size of your Content carefully as using too much data might mean that you exceed your data limit and you could face paying more than you were expecting.

## **6. Your privacy and personal data**

6.1. Any personal data that you provide to us will be dealt with in accordance with our Privacy Notice, which explains what personal data we collect from you, how and why we collect, store,

use and share such information and your rights in relation to your personal data. Our Privacy Notice is available at <https://www.drigmatic.com/en/privacy-policy>.

## **7. Our contract with you**

7.1. Applicable terms. When buying any Codes through the Website you will be entering into a contract with us for the supply of Codes to access and download Content from the Developer's platform. You will be legally bound by all of the following terms:

- 7.1.1. these Terms;
- 7.1.2. our Terms of Use, which govern your access and use of our Website;

7.2. Specific terms which apply to certain Content. We sell Codes to access and download Content but we are not the Developer of the Content. It may be necessary for you to visit a Developer's platform in order to verify your Code (see section 10) and download the relevant Content. In addition to the terms of this contract you must also comply with the Developer's end user license agreement and other terms related to its Content and its platform. If you want to see these specific terms, please visit the relevant webpage for the Content and click on the 'information' button before making your purchase.

## **8. Key information**

8.1. We only sell Codes for Content which you can download to your Device from the Developer's platform. All Content displayed on the Website for which we sell Codes are accompanied by the main characteristics of the relevant product including the version or edition of the Content, which may not be the latest version or edition, details of any base game title to which the Code and Content relates and details of where you can find the Developer's end user licence agreement. Content images on the Website are for illustrative purposes only. Content descriptions may include video and still images that do not represent actual gameplay.

8.2. After you purchase Code for specific Content you can contact the customer services team, as described in section 3.1, if you have any support queries.

8.3. We do not provide upgrades or updates to your Content after you purchase Codes from us and we do not let you know if the Developer of your Content makes any upgrades or updates available to you or generally available. The Codes you may purchase from us only allow you to

access and download Content. The Codes you may purchase from us do not entitle you to any updates, upgrades, new releases or new versions of the Content unless the Developer of your Content provides any of these to you in accordance with the Developer's end user licence agreement or other agreement with you. However, in most cases the Developer will require additional payment from you for updates, upgrades, new releases or new versions of Content.

## **9. Ordering from us**

9.1. Placing an order. You can place an order for a Code for specific Content by logging into your User Account, clicking on your chosen game title or other digital content; choosing any available editions or features; clicking the 'Buy' button; checking your order summary; confirming your acceptance of these Terms, choosing your payment method and clicking the 'Pay' button. Please read and check your order carefully before submitting it. If you need to correct any errors you can do so on the Website before submitting it to us. When you place your order at the end of the online purchase process (e.g. when you click on the 'Pay' button), this does not mean we have accepted your order. We will send you our Confirmation Email (see section 9.3 below) if we accept your order.

9.2. If we cannot accept your order. We reserve the right not to accept your order. We may contact you to let you know that we are unable to accept your order. This might be for one or more of the following reasons:

- 9.2.1. the Content is unavailable;
- 9.2.2. the Code for the particular Content is unavailable;
- 9.2.3. you are not allowed to buy the Code and/or the Content;
- 9.2.4. we are not allowed to sell the Code to you; and/or
- 9.2.5. there has been a mistake on the pricing or description of the Code.

9.3. How we will acknowledge and accept your order. If we accept your order we will normally send you an email to confirm this ("Confirmation Email"). At this point a legally binding contract will be in place between you and us, and performance of the contract begins.

9.4. Access to your Code. When we accept your order and you receive our Confirmation Email you will be able to access the Code for the relevant Content in your User Account. The Confirmation Email does not include the relevant Code. You must access the Code through your

User Account. Please see section 10 below for details on how to use your Code to access your Content.

9.5. Pre-orders. You may be able to pre-order Code for unreleased Content. Pre-orders are made in the same way as described in section 9.1 above. We will send you our Confirmation Email if we accept your pre-order. You will not receive your Code until the Content is generally released by the Developer. We will send you an email to let you know when your Code is available in your User Account, which will not be before the Content is generally released by the Developer. You can cancel your pre-order for this Code by sending us an unequivocal request to cancel by email at support@drigmatic.com at any time up to the point at which we send you an email to let you know when your Code is available in your User Account. After this, your right to cancel will only be in accordance with sections 12.2 and 12.3 below or as otherwise provided under this contract. We will need to cancel your pre-order and issue you a refund if the Codes for the Content are withdrawn from sale through the Website before the Content is generally released by the Developer and we reserve the right to cancel your pre-order and issue a full refund in the event the price changes before the Content is generally released by the Developer and the Code is made available to you in your User Account.

9.6. Unusual activity. Very occasionally we may need to refuse or cancel an order or close or freeze a User Account even if we have previously confirmed an order, for example if we identify something unusual on an order or a User Account. If this happens to you and you think we have made a mistake please get in touch with the customer service team (see section 3.1 above).

## **10. Accessing your Code and Content**

10.1. Using your Code. Once you have clicked on the 'Pay' button (see section 9.1) and received the Confirmation Email (see section 9.3) you will be able to access your Code in your User Account, unless you made a pre-order (see section 9.5). You will be given the option to use your Code to access and download the Content on the Developer's platform. In most cases you will need to visit the Developer's platform in order to verify your Code to access and download the relevant Content. The Code will be considered as "used" once it has been accepted and validated on the Developer's platform.

10.2. We are not responsible for delays outside our control. If something happens to our Website or the means we make available or accessible to you to access your Code which is outside of our control that affects you being able to access and download Content we will use our reasonable

endeavors to inform you of when you can expect to be able to access your Code or we will take steps to minimize the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Code you have paid for but not received (see section 12 below).

10.3. Account banned or closed on the Developer's platform. We are not responsible for or liable to you and we will not refund you the price paid for any Code if you are unable to use any Code or your access to relevant Content is declined, blocked or stopped because you are banned (whether temporarily or permanently) by the relevant Developer from accessing and/or using the Developer's platform.

## **11. Price and payment**

11.1. Where to find the price for Codes. The price payable for Codes is the price displayed in conjunction with the particular Content on the order pages when you place your order. Prices do not include the cost of mobile data or any other costs charged by your mobile communications provider. Pricing and availability of all Codes displayed through the Website are subject to change at any time prior to purchase.

11.2. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Content, we will adjust the rate of VAT that you pay, unless you have already paid for the Content in full before the change in the rate of VAT takes effect.

11.3. What happens if we got the price wrong. Sometimes we may mistakenly publish the wrong price or product information. If this happens to Codes you have ordered we will tell you as soon as possible by email and give you the chance to reconfirm your order (at the correct price or with other correct information) or cancel the order. If we do not hear from you we will treat your order as cancelled.

11.4. When you must pay and how to pay. We do not accept cash but we do accept most major brands of card payments, which are specified at the payment stage of our online order process. All payments cards need to be authorized by the relevant card issuer or payment processing provider. We may make available to you various payment processing methods in addition to payment card to facilitate your purchase of Codes through the Website. You must comply with

any relevant terms and conditions of a payment processing provider which you choose to use to pay for Codes. We may add or remove payment processing methods from the Website at our own discretion.

11.5. Security. We will use our reasonable endeavours to ensure that the information you give us when paying for Codes is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Notice (see section 6.1) or breach by us of our obligations under applicable laws we will not be legally responsible to you for any loss or damage that you may suffer if a third party gains unauthorized access to any information that you give us.

## **12. Your rights to end the contract**

12.1. Ending the contract because of something we have done or are going to do. If you are ending your contract with us for a reason set out at sections 12.1.1 to 12.1.5 below the contract will end immediately. The reasons are:

- 12.1.1. we have told you about an upcoming change to the Code, Content or these Terms which you do not agree to;
- 12.1.2. we have told you about an error in the price or description of the Code you have ordered and you do not wish to proceed;
- 12.1.3. there is a risk that the supply of the Code may be significantly delayed because of events outside our control;
- 12.1.4. we have suspended supply of the Code for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than forty-eight (48) hours; or
- 12.1.5. you have a legal right to end the contract because of something we have done wrong.

12.3. No right to cancel this contract once you validate your Code. When you buy Code from us and use your Code (see section 10.1) you agree and consent to the immediate performance of this contract and that you waive any statutory right of withdrawal or cancellation you may have. Therefore, you do not have a right to change your mind and receive a refund once you use your Code for the purpose of downloading Content.

12.4. Tell us you want to end the contract. To end the contract with us where you have a right to do so, you must inform us of your decision to cancel by an unequivocal statement.

12.5. Refund. If you are entitled to a refund because of:

- 12.5.1. your cancellation of the contract in accordance with section 12.2 and 12.4;  
or
- 12.5.2. a remedy owed to you under section 16.2;

we will refund you the price you paid for the Code by the method you used for payment (unless you otherwise agree) within 14 days of you telling us of your decision to receive a price reduction or to cancel or terminate the contract in accordance with these Terms.

### **13. Permission to use Content**

13.1. Content license. When you buy a Code in accordance with these Terms you will not own the relevant Content. Instead you will receive from the Developer permission to use the Content (also known as a 'licence') for the purpose of you using and enjoying it according to the Developer's end user licence agreement.

13.2. Other rights reserved. Except where you have permission to use the Content in accordance with section 13.1 you will not obtain any rights of ownership or other rights of whatever nature in the Content or in any copies of it. All right, title and interest in and to the Website, the Code and the Content not expressly granted to you under these Terms are reserved. Your use of Content will be governed by the additional terms and conditions of the end user license agreement between you and the Developer.

13.3. Restrictions. The Code you purchase is personal to you. You can use it wherever you want in the world but only if you comply with local laws, the terms of this contract and the Developer's end user licence agreement. The Content is non-exclusive to you, so the Developer may supply the same or similar Content to other users. The Content may be used only on one Device. The Content may not be copied by you except for a reasonable number of necessary back-ups; changed by you (which means, in particular, that you are not allowed to adapt, reverse-engineer or decompile it or try to extract the source code from it, except where any of this is allowed by law); combined or merged with, or used in, any other computer program; or distributed or sold by you to any third party. The Content does not include any updates, upgrades, new releases or new versions. The Content contains information which is owned by



third parties. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (TM) markings.

## **14. Our rights to end the contract**

14.1. We may end the contract for Codes at any time by contacting you by email if:

- 14.1.1. you breach any of the terms of the contract (i.e. any of these Terms or the terms contained in the other documents listed in section 7.1);
- 14.1.2. your payment card or other method of payment fails and/or is cancelled after we send you our Confirmation Email; and/or
- 14.1.3. any of the circumstances set out in section 9.6 occur.

14.2. If this contract is terminated by us:

- 14.2.1. it will not affect our right to receive any money which you owe to us under this contract;
- 14.2.2. your access to the Website and/or your User Account will end without refund or liability to you;
- 14.2.3. your rights to use Code will be revoked without refund or liability to you; and
- 14.2.4. this will not affect provisions of the contract that are said to operate or have effect after termination and will not affect any existing rights or obligations or any rights or obligations which are intended to commence on or continue after termination of the contract.

14.3. You agree that no court order will be required to effect termination of this contract by either you or us where the termination is made in accordance with its terms.

## **15. Nature of the Codes and the Content**

15.1. You may be entitled to certain legal rights in relation to the Codes we sell and the relevant Content for example that they are of satisfactory quality, fit for purpose and matches their description. We will comply with applicable consumer laws when selling Codes. When we supply a Code we will use reasonable endeavours to ensure that it is free from defects, viruses and other malicious content. We do not promise that the Content is compatible with any third

party software or equipment except where we have said that it is on the Website. You acknowledge that the Code and/or the Content may have minor errors or bugs in it.

## **16. Faulty Codes**

16.1. Once a Code you have purchased is made available or accessible to you, you should check the Code as soon as reasonably possible to ensure that it functions and performs as stated, and notify us as soon as reasonably possible if you find any errors or defect.

16.2. Please contact us using the contact details at the top of this page, if you want: us to replace the Code; a price reduction; or to reject the Code and get a refund.

16.3. To avoid faults in the Codes happening, you must:

- 16.3.1 ensure that if it is necessary for you to have a particular base game title in order to use Content, you: (i) have the version of the base game title that corresponds with the Content to which the Code relates; and (ii) have installed to the base game title all necessary fixes, updates and upgrades which the relevant Developer makes generally available from time to time. We will not be liable for any non-conformity of the Code due to you not having the necessary version of the base game title and/or not installing a fix, update or upgrade after the relevant Developer makes this generally availability;
- 16.3.2. use it and the Content only on the recommended third party software and equipment set out on the Website and on the Developer's Website; and
- 16.3.3. not communicate or share the Code with anyone else, as it can only be used once.

16.4. You agree to cooperate with us where reasonably possible and necessary so we can determine whether any fault with the Code is caused by your Device (e.g. hardware, software and any network connection used by you to access and use the Code).

## **17. Limit on our responsibility to you**

17.1. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both

we and you knew it might happen, for example, if you discussed it with us during the sales process.

17.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Codes.

17.3. If defective Codes which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice or that of a Developer to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation or other instructions or to have in place the minimum system requirements advised by us and/or the Developer.

17.4. We only supply Codes for domestic and private use. If you use Codes for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **18. Other important terms**

18.1. Transferring rights. We may transfer or assign our rights and obligations under these Terms to another organisation. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

18.2. Severability. Each of the sections of these Terms operate separately. If any court or relevant authority decides that any of them or part(s) of them are unlawful, the remaining sections and parts will remain in full force and effect.

18.3. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaching these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

18.4. Rights and remedies. The rights and remedies provided under the Terms are in addition to, and not exclusive of, any rights or remedies provided by applicable law.

18.5. Governing law: These Terms are governed by the laws of United Arab Emirates.

18.6. Time: References to time shall be construed by reference to the Gregorian calendar.

## **19. Update to these Terms**

19.1. We may amend these Terms from time to time. Please check these Terms each time you order Codes to ensure you agree with the Terms that apply at that time, as any such new Terms will apply to all subsequent purchases. Any changes to these Terms made after our acceptance of your order will not affect your order.

19.2. These Terms were last amended on December 11th 2024.