

OPSkins Terms of Use

What Do Our Terms of Use Govern?

These Terms of Use (“Terms”) set forth a legally binding agreement between you and Opskins (“Opskins”, “we”, “us” or “our”) and govern your use of and access to the OPSkins website and any other websites, mobile and other applications, or services that post a link to these Terms (each individually a “Site” and collectively, the “Sites”) and the information, features, content, and services that we own, control or make available through the Sites (collectively, with the Sites, the “Service”) whether as a guest or a registered user. If you do not agree to these Terms, you must cease your use of the Sites, and you may not use any of the Services.

How Will You Know if Our Terms of Use Change?

We may update these Terms from time to time. Please ensure you check the Terms each time you access or use this Site. If we make material changes to the Terms, we will post the revised Terms and the revised effective date at the bottom of these Terms. Your continued use of any of the Service after the date of any such changes become effective constitutes your acceptance of the new Terms.

Your personal information will be used in accordance with our [Privacy Policy](#). [hyperlinked]

No one at OPSkins is authorized to modify the Terms with you or otherwise enter into an agreement with you that conflicts with these Terms, except by means of a written agreement signed by an authorized agent of OPSkins or as described above in the Terms, and any other purported modifications or alterations or conflicting terms will be null and void.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

What Are Your Responsibilities with Respect to Use of our Social Media?

Your online conduct and interaction with other users of the Site and Service should be guided by common sense and basic etiquette. OPSkins may terminate your account or access to the Site or Service at any time, which may include the forfeiture and loss of any funds in your account (in OPSkins’ sole discretion), for any conduct or activity that OPSkins believes, in its sole discretion, is illegal, violates these Terms, or otherwise negatively affects the enjoyment of the Site and Service by other users. You acknowledge that OPSkins is not required to provide you notice before terminating your access to the Service or the Site, which may include the forfeiture and loss of any funds in your account, but it may choose to do so.

More specifically, with respect to use of our social media, as a condition to your use of the Site and Service, you agree not to: impersonate or misrepresent your affiliation with any person or entity; harm or threaten to harm other users in any way or interfere with, or attempt to interfere with, the access of any user, host or network, including without limitation, by harassing, intimidating, sending a virus, overloading, flooding, spamming, or mail-bombing the Site or Service, or otherwise; use the Site or Service in an abusive way contrary to its intended use, to OPSkins’ policies and instructions, to any obligation you owe to any third party, or to any applicable law; make use of the Site or Service in a manner contrary to the terms and conditions under which third parties provide facilities and technology necessary for the operation of the Site and Service, such as PayPal or Valve; and/or make use of, promote, link to or provide access to materials deemed by OPSkins, at its sole discretion, to be offensive or cause harm to OPSkins’ reputation, including, but not limited to, illegal

content and pornographic content and other content deemed offensive or injurious to OPSkins and/or the Service (such as Warez sites, IRC bots and bittorrent sites).

Use of the Site

This Site, and the information which it contains, is the property of OPSkins and its affiliates and licensors, and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. OPSkins is a trademark or a registered trademark of Hancock Global Limited. All OPSkins product names and logos are trademarks or registered trademarks of OPSkins. All other company and product names and logos are trademarks or registered trademarks of their respective owners in certain countries.

The information contained on this Site is provided on an “as is” basis, without any knowledge as to your specific circumstances. The Site may become unavailable due to maintenance or malfunction of computer equipment or other reasons, and there may also be delays, omissions, or inaccuracies in information contained on the Site. The information on the Site does not constitute the rendering of legal, accounting, tax or other such professional advice.

No part of the Site may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording, except that OPSkins authorizes you to view, download, or display OPSkins documents available on this Site on a personal computer, browser, laptop, tablet, mobile phone or other Internet-enabled device (each, a “Device”) or print one copy of such documents as they are displayed to you, provided that you use the documents solely for noncommercial, informational purposes, that you not modify the documents, and that you not remove copyright, trademark, and other proprietary notices. Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Site or any documents displayed on this Site, through the use of framing or otherwise, except as expressly permitted by these Terms or with the prior written permission of OPSkins.

Any information, including but not limited to remarks, suggestions, ideas, graphics, or other submissions, communicated to OPSkins through this Site is the exclusive property of OPSkins. OPSkins is entitled to use any information submitted for any purpose, without restriction (except as stated in our Privacy Policy) or compensation to the person sending the submission. The user acknowledges the originality of any submission communicated to OPSkins and accepts responsibility for its accuracy, appropriateness, and legality.

Information that OPSkins publishes on this Site may contain references to products or services that are not available or approved by the appropriate regulatory authorities in your country. Such references do not imply that OPSkins intends to announce or make available such products or services to the general public, or in your country.

Use of the Products and Services

You must be 18 or older to buy or sell items on the Site, regardless of any consent from your parent or guardian to use the Service.

Due to restrictions imposed by OPSkins third party service providers, OPSkins reserves the right to refuse service and/or to refuse pay out requests under these Terms when so required by its third party service providers, to the fullest extent allowed by applicable law.

OPSkins further reserves the right, in its sole and absolute discretion, to refuse service and to refuse pay out requests under these Terms if OPSkins has reason to believe that the funds in your account

are subject to any dispute as to the ownership of such funds or the means by which you acquired such funds.

You need a supported Web browser to access the Site and to use the Service. You acknowledge and agree that OPSkins may cease to support a given Web browser and that your continuous use of the Site and Service will require you to download a supported Web browser. You also acknowledge and agree that the performance of the Site and Service is dependent on the performance of your computer equipment and your Internet connection.

Please consult https://opskins.com/?loc=shop_help for more information on the pricing and features of the “Premium Bundle” subscription plan. You acknowledge being bound by the terms and conditions of this subscription plan if you have registered for it.

The selling and buying functionalities and processes of the Service are more fully described at https://opskins.com/?loc=shop_help. OPSkins may modify these functionalities and processes from time to time at its sole discretion without notice.

Steam Accounts

You agree to sign on and register for the Service through your Steam account provided by the Valve Corporation or Valve S.a.r.l. (individually and collectively, “Valve”). You are solely responsible for managing your account and password and for keeping your password confidential. You are also solely responsible for restricting access to your account.

OPSKins is not affiliated in any way with Valve and its affiliates. YOU AGREE THAT THE TERMS OF THE STEAM® SUBSCRIBER AGREEMENT APPLY TO YOU IN ALL RESPECTS. ANY WARRANTY, RIGHT, OBLIGATION OR OTHER CONTRACTUAL RELATIONSHIP YOU HAVE WITH RESPECT TO YOUR STEAM ACCOUNT AND VALVE SHALL REMAIN CONSISTENT WITH BUT IN ADDITION TO THESE TERMS.

Your Responsibilities

You agree that you are responsible for all activities that occur on your account or through the use of your password by yourself or by other persons. If you believe that a third party has access your password, use the password regeneration feature of the Site as soon as possible to obtain a new password. In all circumstances, you agree not to permit any third party to use or access the Service or Site through your password. It is your responsibility to notify us immediately of any unauthorised use of your username or password or any other breach of security as soon as you become aware of it.

You are responsible for ensuring that using our Services on mobile devices does not distract you or prevent you from obeying traffic or safety laws.

You shall only make virtual items available for sale through the Service if you are the owner of these virtual items. OPSkins may, at its sole discretion, remove any item from the Service. You acknowledge and agree that the use of the Service may result in the purchase of virtual items that may be different from those that you have purchased from other users of the Site and Service. Such limitations are beyond OPSkins’ control.

You may not use any form of unauthorized third-party software, scripts, or the such including, but not limited to: automation software (bots), mods, scrapers, “userscripts,” “addons,” “extensions”, hacks, etc. to modify, automate, and/or change the purchasing process in any way and/or for the purpose of data collection. You will not engage in price-switching or price-baiting practices when using the

Service and such practices will result in an automatic termination of your account, without a right to reimbursement or retrieval of any virtual items. OPSkins does not act as agent of the purchaser of your items or as your agent with respect to any transactions made using the Service.

Subject to the other provisions of these Terms, the sums you deposit in your account remain under your control and will be used solely pursuant to your instructions in accordance with these Terms. OPSkins withdraws a commission from these sums only in accordance with these Terms. You acknowledge and agree that use of the Site and Service, including any realization of any of its buying or selling functionalities, is performed in accordance with these Terms. All past use of "OP points" or similar functionalities are converted to their expression in USD at the rate of 1,000 OP Points for \$10 USD as of November 7, 2015. [correct?]

As a condition to your use of the Site and Service, you agree not to: (a) impersonate or misrepresent your affiliation with any person or entity; (b) access, tamper with, or use any non-public areas of the Site and Service or OPSkins' computer systems; (c) attempt to probe, scan, or test the vulnerability of the Site, Service or any related system or network or breach any security or authentication measures used in connection with the Site, Service and such systems and networks; (d) attempt to decipher, decompile, disassemble, reverse engineer or otherwise investigate any of the software or components used to provide the Site or Service; (e) harm or threaten to harm other users in any way or interfere with, or attempt to interfere with, the access of any user, host or network, including without limitation, by sending a virus, overloading, flooding, spamming, or mail-bombing the Site or Service, or otherwise; (f) provide payment information belonging to a third party; (g) use the Site or Service in an abusive way contrary to its intended use, to OPSkins' policies and instructions, to any obligation you owe to any third party, or to any applicable law; (h) systematically retrieve data or other content from the Service to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise; (i) make use of the Site or Service in a manner contrary to the terms and conditions under which third parties provide facilities and technology necessary for the operation of the Site and Service, such as PayPal or Valve; (j) infringe third party intellectual property rights when using or accessing the Site or Service, including but not limited to in making available virtual items by using the Service; and (k) make use of, promote, link to or provide access to materials deemed by OPSkins, at its sole discretion, to be offensive or cause harm to OPSkins' reputation, including, but not limited to, illegal content and pornographic content and other content deemed offensive or injurious to OPSkins and/or the Service (such as Warez sites, IRC bots and bittorrent sites).

Your online conduct and interaction with other users of the Site and Service should be guided by common sense and basic etiquette. OPSkins may terminate your account or access to the Site or Service at any time, which may include the forfeiture and loss of any funds in your account (in OPSkins' sole discretion), for any conduct or activity that OPSkins believes, in its sole discretion, is illegal, violates these Terms, or otherwise negatively affects the enjoyment of the Site and Service by other users. You acknowledge that OPSkins is not required to provide you notice before terminating your access to the Service or the Site, which may include the forfeiture and loss of any funds in your account, but it may choose to do so.

In accepting these Terms you represent and warrant that (a) you are not located in, and you are not a national or resident of, any country to which the United States, United Kingdom, European Union, Australia or Canada has embargoed goods and/or services of the same type as the Services ("Restricted Countries"), including without limitation, Cuba, Iran, North Korea, Sudan or Syria; and (b) you are not a person or entity, or owned by, under the control of, or affiliated with, a person or entity (i) that appears on the U.S. Office of Foreign Assets Control's Specially Designated Nationals List, Foreign Sanctions Evaders List or Palestinian Legislative Council List; (ii) that appears on the U.S. Department of State's Terrorist Exclusion List; (iii) that is subject to sanctions in any other

country; or (iv) that is engaged in the design, development or production of nuclear, biological or chemical weapons, missiles or unmanned aerial vehicles. You are not allowed to use the Service if we identify your IP address or address of residence or use of the Service as originating from any such country.

Investigation and Enforcement

OPSkins will have the right to investigate and prosecute any violations of these Terms or your use of the Site and Service, including without limitation, possible infringement of any intellectual property rights and possible security breaches, to the fullest extent of the law. OPSkins may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms or other applicable law.

You acknowledge that, although OPSkins has no obligation to monitor your access to or use of the Site and Service, it has the right to do so for the purpose of operating the Site and Service, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body. You further acknowledge that during the pendency of any investigation, OPSkins may revoke your access to the Site, the Service or any funds you may have deposited or received with respect to the Service.

BY ACCEPTING THESE TERMS YOU WAIVE ALL RIGHTS NOT SPECIFICALLY SET FORTH HEREIN, AND AGREE TO HOLD OPSKINS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY OPSKINS DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER OPSKINS OR LAW ENFORCEMENT AUTHORITIES.

EULAs and Third Parties

OPSkins and/or entities that sell products on this Site are primarily responsible for fulfillment of orders, warranty, maintenance, technical, and product support services for those products. Purchase of certain products may also require shoppers to agree to one or more End-User License Agreements (or "EULAs") that include additional terms set by the product supplier, rather than by OPSkins or a payment processor. You will be bound by any EULA to which you agree.

OPSkins makes no express representations or warranties and hereby disclaims any implied warranty regarding any third party site or services. In particular, OPSkins makes no representation or warranty and disclaims any implied warranty that any service or subscription offered via third-party vendors will not change or not be suspended or terminated.

Wireless Features and Communications

The Service may offer features that are available to you via your wireless Device including the ability to access the Service's features, upload content to the Service, and receive messages from the Service (including email notifications) (collectively, "Wireless Features"). By using the Service, you agree that OPSkins may change, alter, or modify the settings or configurations on your Device in order to allow for or optimize your use of the Service. You agree that as to the Wireless Features for which you are registered for, we may send communications via such features or apps to your wireless Device regarding us or other parties. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Service for Wireless Features, then you agree to notify us of any changes to your wireless contact information (including phone number) and update your accounts on the Service to reflect the changes. If the Service includes push notifications or other mobile communication capability, you hereby approve our delivery of electronic communications directly to your mobile Device. These notifications, including badge, alert or pop-up

messages, may be delivered to your Device even when it is running in the background. You may have the ability, and it is your responsibility, to control the notifications you do, or do not, receive via your Device through your Device settings. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Device. Contact your carrier with questions regarding these issues.

Location-Based Features

If you have enabled GPS, geo-location or other location-based features on any OPSkins mobile app(s) or feature(s), you acknowledge that your Device location will be tracked and may be shared with others consistent with the Privacy Policy. Some mobile app(s) or feature(s) allow for you to disable location-based features or manage preferences related to them. You can also uninstall any OPSkins mobile app(s). The location-based services offered in connection with our mobile app(s) or feature(s) are for individual use only and should not be used or relied on as an emergency locator system, used while driving or operating vehicles, or used in connection with any hazardous environments requiring fail-safe performance, or any other situation in which the failure or inaccuracy of use of the location-based services could lead directly to death, personal injury, or severe physical or property damage. Location-based/geo-location services are used at your own risk and location data may not be accurate.

Payments and Fees

The payment processor is primarily responsible for facilitating payment for your purchase. When you use any third-party payment processor (“payment processor”) to make a purchase on this Site, responsibility over your purchase will first be transferred to the payment processor before it is delivered to you. The payment processor assumes primary responsibility, with OPSkins’ assistance, for payment and payment-related customer support. The terms between the payment processor and customers who utilize the services offered by the payment processor are governed by separate agreements and are not subject to the Terms on this Site.

For purchases made through a payment processor, (i) the privacy policy of the payment processor shall apply to all payments and should be reviewed before making any purchase, and (ii) the payment processor refund policy shall apply to all payments unless notice is expressly provided by the relevant supplier to buyers in advance. You are responsible for any fees, taxes or other costs associated with the purchase and delivery of your items resulting from charges imposed by your relationship with payment services providers or the duties and taxes imposed by your local customs officials or other regulatory body. Any separate charges or obligations you incur in your dealings with other third party service providers are your responsibility.

OPSKins shall charge all applicable fees on the PayPal, BitPay or Paymentwall account associated to your OPSkins account. You are responsible for providing OPSkins valid information for making and receiving payments, in compliance with the Privacy Policy. You may modify this information by making a request via the “Support Ticket” functionality available at https://opskins.com/?loc=support_tickets. You must submit a support ticket with your new account information if this information changes.

OPSKins accepts no liability and specifically disclaims any implied warranty to complete any transaction which cannot be cleared by its payment processors, whether because there are not sufficient funds available on your credit card, issues related to identity or localization or otherwise. OPSkins reserves its right to verify and approve any and all transactions made by you when using the Service to ensure that they comply with these Terms and the terms imposed to OPSkins by third

party service providers. You expressly acknowledge and agree that such verifications may require you to provide OPSkins with additional personal information in order to verify and confirm your identity and to perform verifications aimed to deter fraud and misuse of the Service, in compliance with OPSkins' Privacy Policy. OPSkins may suspend your account and contact you so you can provide OPSkins with additional information required to process payments. Such suspension shall not relieve you from your obligation to pay any fees owed to OPSkins.

All monies stipulated in these Terms and in the Service are expressed in USD and include all applicable taxes.

All virtual items that you make available via the Service are made available for a final, non-refundable sale to other users of the Service. Making or receiving payments on the Service may be delayed while OPSkins validates your compliance with these Terms. You agree not to initiate any claim and dispute procedure with third parties regarding payment and receipt of virtual items, including, but not limited to, PayPal's "Claims and Dispute" mechanism. The first instance of initiating such a claim and dispute procedure will result in a 24-hour suspension of your account for use of the Service or automatic termination of your individual account and use of the Service. Any other instance of initiation of a claim and dispute procedure may result in automatic termination of your individual account and use of the Service. You will exclusively submit any disagreement, dispute, complaint or query by means of the "Support Ticket" functionality available at https://opskins.com/?loc=support_tickets. Any other media or communication sources (including Reddit, email, group pages and the like) do not constitute a valid means to engage with OPSkins for support. Any refunds for items purchased following your instructions shall be at OPSkins' sole and exclusive discretion, and provided only on an exceptional basis.

If you choose to proceed with the payout functionality with Bitcoin as the third party service provider, the daily maximum of such payouts shall be limited to \$2,999.00 USD by virtue of limitations imposed on OPSkins by its third party service providers.

Customer Service and Refunds

For customer service inquiries or disputes, please submit a ticket on www.opskins.com.

Questions related to payments made through the payment processor payment should be addressed to support@g2a.com.

When possible, OPSkins will use commercially reasonable efforts to work with you and/or any user selling on the Site to resolve any disputes arising from your purchase.

OPSkins' Refund Policy relating to the Service is more fully described at https://opskins.com/?loc=shop_help. OPSkins may modify these processes and related functionality from time to time at its sole discretion without notice. You understand and agree that any refunds and access to the sums deposited in your account depend on a number of factors, including the applicable policies of OPSkins' third party service providers. In some instances, OPSkins may charge you an administrative fee to process refund requests where such fees are imposed to OPSkins by third party payment processors. Please read OPSkins' Refund Policy carefully, as it is distinct from the Service's cash-out policies.

Dispute Resolution

INFORMAL DISPUTE RESOLUTION: Most user concerns can be resolved by use of our Support Ticket system available here: https://opskins.com/?loc=support_tickets. If OPSkins is unable to

resolve your concerns and a dispute remains between you and OPSkins, this Section explains how the parties have agreed to resolve it.

You and OPSkins agree to make reasonable, good faith efforts to informally resolve any dispute before you initiate a lawsuit or arbitration. You agree to send OPSkins a written notice that describes the nature and basis of the claim or dispute and sets forth the relief sought. Written notice to OPSkins must be sent via postal mail to: ATTN: Notice of Dispute, OPSkins, St Mary's, The Parade, Castletown, Isle of Man, IM9 1LG.

If you and OPSkins fail to informally resolve the dispute, then your options depend upon your country of residence. This Section does not prevent you from bringing your dispute to the attention of any federal, state, or local government agencies that can, if the law allows, seek relief from us for you.

FOR RESIDENTS OF THE UNITED STATES & OTHER JURISDICTIONS THAT ENFORCE BINDING ARBITRATION: YOU AND OPSKINS AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY BETWEEN YOU AND OPSKINS ARISING IN CONNECTION WITH OR RELATING IN ANY WAY TO THESE TERMS OR TO YOUR RELATIONSHIP WITH OPSKINS AS A USER OF THE SERVICE (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, AND WHETHER THE CLAIMS ARISE DURING OR AFTER THE TERMINATION OF THE SERVICE) WILL BE DETERMINED BY MANDATORY BINDING INDIVIDUAL (NOT CLASS) ARBITRATION. YOU AND OPSKINS FURTHER AGREE THAT THE ARBITRATOR SHALL HAVE THE EXCLUSIVE POWER TO RULE ON HIS OR HER OWN JURISDICTION, INCLUDING ANY OBJECTIONS WITH RESPECT TO THE EXISTENCE, SCOPE OR VALIDITY OF THE ARBITRATION AGREEMENT OR TO THE ARBITRABILITY OF ANY CLAIM OR COUNTERCLAIM.

Arbitration is a proceeding before a neutral arbitrator, instead of before a judge or jury. Arbitration is less formal than a lawsuit in court, and provides more limited discovery. It follows different rules than court proceedings, and is subject to very limited review by courts. The arbitrator will issue a written decision and provide a statement of reasons if requested by either party. YOU UNDERSTAND THAT YOU ARE GIVING UP THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BEFORE A JUDGE OR JURY.

YOU AND OPSKINS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and OPSkins agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

Either you or we may start arbitration proceedings. Any arbitration between you and OPSkins will take place under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") then in force (the "AAA Rules"), as modified by this Arbitration Agreement. You and OPSkins agree that the Federal Arbitration Act applies and governs the interpretation and enforcement of this provision. The AAA Rules, as well as instructions on how to file an arbitration proceeding with the AAA, appear at adr.org, or you may call the AAA at 1-800-778-7879.

The arbitration may be conducted through the submission of documents, by phone, or in person in the county where you live or at another mutually agreed location. If such costs are determined by

the arbitrator to be excessive, or if you send OPSkins a notice to the Notice of Dispute address above indicating that you are unable to pay the fees required to initiate an arbitration, OPSkins will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator shall make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and OPSkins may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

Nothing in these Terms removes or limits OPSkin's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, and, if required by applicable law, gross negligence. Some aspects of this section may not apply in some jurisdictions if prohibited by applicable law.

FOR RESIDENTS OF THE EUROPEAN UNION & OTHER JURISDICTIONS THAT DO NOT ENFORCE THE BINDING ARBITRATION ABOVE: Any non-arbitrable disputes arising under or in connection with these Terms shall be subject to the jurisdiction of the Isle of Man courts.

Termination

You may cancel your individual account at any time by making a request via a support ticket. OPSkins reserves the right to suspend or end your use of the Service at any time at its discretion and without notice. For example, OPSkins may suspend or terminate your use of the Service if you are not complying with these Terms, or you are using the Site or Service in a manner that would cause OPSkins legal liability, disrupt the Site or Service or disrupt others' use of the Site or Service.

OPSkins reserves the right to temporarily or permanently discontinue the Site or Service at any time. OPSkins will deploy commercially reasonable efforts to notify you of such discontinuation, for example, by posting updates and notices on various social media. If you breach these Terms, OPSkins will have the right to immediately suspend or terminate the availability of any Site or Service to you and deactivate your account, without notice.

Proprietary Rights

All right, title, and interest in and to the Service are and will remain the exclusive property of OPSkins and third-parties providing facilities and technology for its operation. The Site and Service are protected by copyright, trademark, and other domestic and foreign laws concerning intellectual property. Except as expressly permitted by these Terms, you may not reproduce, modify, or create derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Site or Service.

OPSkins grants you the personal, non-transferable, non-exclusive, revocable and limited right to access and use the Site and Service solely for your own personal purposes as an individual consumer. This right to access confers no title or ownership in the Site or Service. Except as otherwise provided by these terms, you may not use the Site or Service for any purpose other than your permitted access to the Site and Service, to make personal, non-commercial use of the Site and Service. Except as otherwise permitted under these Terms, 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 Site or Service or any software accessed via the Site without the prior written consent of OPSkins.

You are entitled to use the Service and Site solely for your own personal use, but you are not entitled to: (i) sell, grant a security interest in or transfer reproductions of the Service to other parties in any way, nor to rent, lease or license the Service to others without the prior written consent of OPSkins, except to the extent expressly permitted elsewhere in these Terms; (ii) host or provide matchmaking services for the Service or emulate or redirect the communication protocols used by OPSkins in any network feature of the Service, through protocol emulation, tunneling, modifying or adding components to the Service, 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 OPSkins; or (iii) exploit the Service or any of its parts for any commercial purpose, except as expressly permitted elsewhere in these Terms.

Disclaimer of Warranty and Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OPSKINS MAKES NO WARRANTY OR REPRESENTATION AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES REGARDING THE SITE AND SERVICE, INCLUDING THAT THE SITE AND SERVICE WILL MEET YOUR REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE PROVIDED BY THIRD PARTIES, THAT THE SITE AND SERVICE WILL BE UNINTERRUPTED, WITHOUT PROBLEMS OR ERROR FREE, OR THAT ALL ERRORS IN THE SITE AND SERVICE WILL BE CORRECTED. OPSKINS PROVIDES THE SITE AND SERVICE "AS IS" AND "AS AVAILABLE."

YOU USE THE SITE AND SERVICE AT YOUR OWN RISK, AND THE SITE AND SERVICE MAY BE TERMINATED AT ANY TIME BY OPSKINS OR THIRD PARTIES PROVIDING FACILITIES AND TECHNOLOGY FOR ITS OPERATION. OPSKINS DOES NOT ENCOURAGE, CONDONE OR PROMOTE THE COMMERCIAL USE OF THE SITE AND SERVICE.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OPSKINS' WARRANTIES AND REMEDIES (IF ANY) EXPRESSLY SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, CUSTOM, ORAL OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING, BUT NOT LIMITED, TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, AVAILABILITY, PERFORMANCE, COMPATIBILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL OPSKINS AND ITS SUPPLIERS OR LICENSORS HAVE ANY LIABILITY, WHETHER BASED IN CONTRACT, DELICT OR TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF, OR UNAUTHORIZED ACCESS TO, OR DISCLOSURE OF INFORMATION OR DATA, OR LOSS OF ANY UNREALIZED SAVINGS OR EXPECTED BENEFIT, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE SITE AND SERVICE, WHETHER FORESEEABLE OR NOT, AND EVEN IF OPSKINS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT OPSKINS IS FOUND LIABLE TO PAY YOU ANY DAMAGES, INCLUDING REIMBURSEMENT OF EXPENSES LIKE ATTORNEYS' FEES, OPSKINS' TOTAL CUMULATIVE LIABILITY TO YOU UNDER THESE TERMS SHALL NOT EXCEED \$100. THE ABOVE LIMITATIONS OF LIABILITY WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL ITS ESSENTIAL PURPOSE.

Indemnification

You agree to defend, indemnify, and hold harmless OPSkins, its officers, directors, affiliates, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, legal and accounting fees, arising out of or in any way connected with your access to or use of the Site or the Service.

Applicable Law; Jurisdiction

These terms and conditions are governed by and will be construed in accordance with the laws of Isle of Man. Any non-arbitrable disputes arising under or in connection with these terms and conditions shall be subject to the jurisdiction of the Isle of Man courts.

General Provisions

These Terms reflect the entire and exclusive agreement between OPSkins and you regarding the Service, and these Terms supersede and replace any prior agreements or understandings between OPSkins and you regarding the Site and Service.

If a particular provision of these Terms is held to be invalid by a court of competent jurisdiction, the provision shall be deemed to be severed from these Terms and shall not affect the validity of these Terms as a whole.

You shall not assign or otherwise transfer these Terms or any of your rights or obligations hereunder to any third party without the prior written consent of OPSkins, which consent is within OPSkins' sole discretion. No assignment or delegation by you shall relieve or release you from any of your obligations under these Terms. Subject to the foregoing, these Terms shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties and their respective successors and assigns. OPSkins shall be allowed to assign these Terms to any third party without requiring your consent.

Nothing in these Terms shall constitute a partnership or joint venture between you and OPSkins.

The failure of OPSkins to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. Any waiver of these Terms or any party hereof by OPSkins must be in writing and signed by an authorized representative of OPSkins.

Contact

If you have any concern, question or complaint regarding these Terms, please contact OPSkins at OPSkins, St Mary's, The Parade, Castletown, Isle of Man, IM9 1LG

Email: info@opskins.com

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