

## Terms of use

These Terms of Service govern your rights and obligations, as users of the platform administered and managed by BRAUMVAULT. Unless otherwise provided by BRAUMVAULT, all new platforms introduced and managed by BRAUMVAULT shall be governed by these Terms of Service.

By registering an account with BRAUMVAULT and accessing any of the Platform, you acknowledge and accept that your usage of the Platform (or any of them) shall be governed by these Terms of Service and any other specific rules, procedures, terms and conditions for the products, services or facilities offered as determined or as may be amended by BRAUMVAULT at any time or from time to time at its absolute discretion.

The Services are provided by BRAUMVAULT (UEN: 53449962K, MARSILING RISE, SINGAPORE).

### 1. Definition

**In these Terms of Service, the following words and expression shall have the following meanings unless the context otherwise requires:**

1. Account: means your account duly registered with BRAUMVAULT to facilitate you using the Services available on the Platform (or any of them);
2. Buyer: means a person who purchases items on the Platform;
3. Gift Card: means an electronic gift card purchased on any of the Platform which contains a stored value available for redemption on the Platform;
4. CD-Key: means an electronic key which is used to activate a video game;
5. Mobile Credits: means mobile phone credits;
6. Items: means the goods and services listed by you for sale on the Platform and "Item" shall mean any one of them;
7. BRAUMVAULT Points: means the points rewarded to you by BRAUMVAULT for purchase of goods and services on the Platform and includes such other description used for these points at any time;
8. Parties: means collectively, BRAUMVAULT and you and "Party" shall mean any one of them;
9. Platform: means collectively, the web Platform presently known as BRAUMVAULT.com, BRAUMVAULT Android APP, BRAUMVAULT iOS APP and such other web Platform of BRAUMVAULT administered and managed by BRAUMVAULT;
10. Services: means the services provided by BRAUMVAULT on the Platform, including, without limitation, reselling and retailing online games and related merchandises, games publishing, online marketplace for sale of Items, subject to the conditions in these Terms of Service;
11. Purchased Item: means your item listed on the Platform purchased by the Buyer;
12. BRAUMVAULT Credits: means the electronic credit value available in the Account at any time;
13. Terms of Service: means these Terms of Service governing the use of the Services by you as may be amended at any time and from time to time as and when BRAUMVAULT shall in its absolute discretion deems necessary and shall include: (i) any rules, procedures, Terms of Service for products, services or facilities, as determined by BRAUMVAULT from time to time; and (ii) any documents, directives, correspondence and agreements referred to in these Terms of Service and forming a part hereof, together with any amendments made at any time or from time to time to any of the foregoing;
14. Virtual Items: means collectively, virtual in-game items and virtual currency, including, without limitation, virtual coins, tokens or points acquired in the course of playing games on the Platform.

### 2. Representations and Warranties

**Each time when you access the Platform (or any of them), you irrevocably and unconditionally represents and warrants that: you are above 13 years old. Should you be less than 13 years old, your parents are aware and have consented to you accessing the Platform and using the Services;**

1. your personal information and the documentation submitted in this respect, including, without limitation, your full name, telephone number, correspondence address and email address, are true and accurate. You shall forthwith notify us in writing of any changes in your personal information;
2. you shall keep the password to the Account secure and confidential. You shall not at any time and under any circumstances reveal or disclose your password to the Account to any unauthorized party and shall take all steps to prevent the disclosure of the password to the Account to any unauthorized party;
3. save as otherwise permitted by BRAUMVAULT, you shall not, directly or indirectly, use the Services for any commercial purposes;
4. you shall not use the Platform or the Services (or any of them) to conduct any fraudulent, immoral or illegal activities or such activities that may infringe the intellectual property rights of third parties;
5. you shall not use any intellectual property belonging to BRAUMVAULT or any publishers listed on the Platform, including, without limitation, trademarks or trade names, whether registered or not, without the prior written consent of BRAUMVAULT; and
6. you shall not be disruptive, be offensive or be a nuisance in any manner whatsoever to other users of the Platform or the employees of BRAUMVAULT.
7. you shall not directly or indirectly recruit and/or poach any customers obtained from the usage of the Platform

### 3. Use of Services

1. You shall procure, at your own costs and expenses, the requisite equipment and software to connect and access the Platform and the ensuing use of the Services. You shall bear all charges and fees imposed by

third parties in relation to and in connection with you connecting your equipment to the Platform (or any of them)

2. It is your primary responsibility to ensure that you are acquainted with the guidelines and procedures for the use of the Services that BRAUMVAULT may issue from time to time. BRAUMVAULT shall not be liable for any errors, losses or damages caused by your use of the Services.
3. It is your responsibility to secure the information of your Account. Any notification or confirmation received by BRAUMVAULT from your Account shall be deemed to have been issued by you notwithstanding that such notification or confirmation may have been issued by a third party, whether authorized or otherwise, and you shall be bound by such notification or confirmation.
4. BRAUMVAULT shall not be liable for acting on the notification or confirmation sent through your Account. BRAUMVAULT shall not be obliged to investigate the authenticity or authority of persons effecting the notification or confirmation or verify the completeness of such notification or confirmation. Such notification or confirmation shall be deemed irrevocable and binding on you upon receipt by BRAUMVAULT notwithstanding any error, fraud, forgery and lack of clarity or misunderstanding in respect of the terms of such notification or confirmation. You shall immediately notify
5. BRAUMVAULT upon receipt of incomplete, garbled, or inaccurate data or information from BRAUMVAULT. You shall also immediately notify BRAUMVAULT upon receipt of any data or information which is not intended for you, and you shall delete such data or information from your Account.
6. You acknowledge and agree that BRAUMVAULT may at its absolute discretion refuse or permit you to use the Services without giving any reason or notice thereof.
7. Unless otherwise permitted by BRAUMVAULT in writing, you shall not upload, post, email transmit or otherwise make available any unauthorized or illegal activities on the Platform or directly to other users of the Platform.
8. You shall not upload, post, email, transmit or in any other manner whatsoever make available any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunication equipment, including, without limitation, the Platform.
9. You irrevocably and unconditionally allow and permit BRAUMVAULT to send to your Account updates on services and events offered or provided by BRAUMVAULT.

#### **4. Virtual Items**

1. The Services are usually available on a daily basis unless otherwise specified herein.
2. There may be certain times that the Services may not be available due to maintenance or malfunction of the Platform or such other reasons beyond the control of BRAUMVAULT. BRAUMVAULT makes no warranty that the Services will be available at the times stated herein.
3. Unless otherwise provided in these Terms of Service, BRAUMVAULT shall be entitled at its absolute discretion, without notice to you, to change the procedures, the mode of operation of the Services at any time and from time to time for any reason whatsoever.
4. Notwithstanding any provisions to the contrary in these Terms of Service, BRAUMVAULT shall be entitled to:
5. immediately terminate, discontinue, withdraw or suspend your use of the Services without notice; or
6. impose conditions or restrictions on your use of the Service without notice.
7. In addition to and not in derogation of Clause 8.4, if you do not utilise the Services for a continuous period of three (3) months, BRAUMVAULT may, at its absolute discretion, charge a fee for the maintenance of your Account.

#### **5. Payment**

1. You may pay for the Services in such currency that is available on the Platform in accordance with the prevailing exchange rate determined by BRAUMVAULT at its absolute discretion.
2. You shall be solely liable to make payments and applicable taxes, if any, in relation to and in connection with the usage of the Services (or any of them) through the Account.
3. BRAUMVAULT shall have the absolute discretion to cancel any payment request made by you without assigning any reasons whatsoever.
4. BRAUMVAULT shall be entitled to vary or modify or remove the modes of payment available on the Platform (or any of them) at any time without prior notice to you.

#### **6. Availability of Services**

1. The Services are usually available on a daily basis unless otherwise specified herein.
2. There may be certain times that the Services may not be available due to maintenance or malfunction of the Platform or such other reasons beyond the control of BRAUMVAULT. BRAUMVAULT makes no warranty that the Services will be available at the times stated herein.
3. Unless otherwise provided in these Terms of Service, BRAUMVAULT shall be entitled at its absolute discretion, without notice to you, to change the procedures, the mode of operation of the Services at any time and from time to time for any reason whatsoever.
4. Notwithstanding any provisions to the contrary in these Terms of Service, BRAUMVAULT shall be entitled to:
5. immediately terminate, discontinue, withdraw or suspend your use of the Services without notice; or
6. impose conditions or restrictions on your use of the Service without notice.

7. In addition to and not in derogation of Clause 8.4, if you do not utilise the Services for a continuous period of three (3) months, BRAUMVAULT may, at its absolute discretion, charge a fee for the maintenance of your Account.

#### **7. BRAUMVAULT Credits**

1. You must maintain sufficient BRAUMVAULT Credits in the Account before you use the Services.
2. BRAUMVAULT Credits can be topped-up in the Account through the payment methods listed on the Platform.
3. BRAUMVAULT Credits can be used to purchase any of the Services or Items.
4. If there are insufficient BRAUMVAULT Credits when you purchase any of the Services, BRAUMVAULT shall have the absolute discretion to either:
  1. reject or suspend the transaction; or
  2. require you to pay the shortfall through any of the other methods of payment available on the Platform.
5. BRAUMVAULT shall, as and when it deems fit, amend, modify, remove or add any BRAUMVAULT Credits or BRAUMVAULT Credits account without prior notice to you.
6. The BRAUMVAULT Credits in the Account shall automatically expire on the last day of the second (2nd) year from the day when the BRAUMVAULT Credits was first credited into the Account or such other timeframe as BRAUMVAULT may determine, without prior notice given by BRAUMVAULT.

#### **8. Limitation on Liability**

You agree and confirm that you shall not hold BRAUMVAULT, its employees, agents or licensees, liable for any special, incidental or consequential damages arising out of and in relation to the Services or these Terms of Service.

#### **9. Intellectual Property Rights**

All copyrights, trademarks, service marks belong to the corresponding owners/publishers/developers and BRAUMVAULT is not related or associated to any of the said owners/publishers in any respect. All services offered on the Platform are offered by BRAUMVAULT, not the owners/publishers/developers.

#### **10. Reliability of Platform**

1. You are aware that all transactions conducted on the Platform are through telecommunication and data network.
2. You are fully aware that your receipt of the notification from BRAUMVAULT and vice versa may be delayed or prevented by factors affecting the relevant service providers and other relevant parties. You accept that BRAUMVAULT cannot guarantee the prompt delivery of such notification or confirmation.
3. You acknowledge and confirm that you shall take all steps and measures to check and verify the transaction history of your Account.

#### **11. Account**

1. You shall immediately notify BRAUMVAULT if you are aware or believe your Account has been hacked or compromised.
2. You shall be liable for all transactions conducted through your Account at any time prior to the receipt by BRAUMVAULT of your notification as stated in Clause 14.

#### **12. Disclosure of Information**

1. BRAUMVAULT shall be entitled and you irrevocably and unconditionally consent and authorises BRAUMVAULT to the extent permitted by law, to disclose or release any information pertaining to you or your transactions through the Platform to such extent that BRAUMVAULT may at its absolute discretion deem fit to:
  1. such persons as BRAUMVAULT may be required to disclose under the applicable law;
  2. such other persons or entity pursuant to any governmental directive or order of the court; or
  3. any other party whomsoever as BRAUMVAULT deems fit.
2. Save as otherwise permitted in Clause 15, BRAUMVAULT will not disclose your personal information to any other party without prior notification to you.

#### **13. Applicable Laws and Regulations**

1. Your use of the Services shall be governed by the Singapore Law, the jurisdiction where the contracting entity of BRAUMVAULT is domiciled.
2. Where required, you shall obtain the approval or consent or permission of the relevant regulatory authorities prior to using the Services.
3. For cross-border transactions, you shall not violate the laws existing in the countries involved in the transaction.

4. You shall fully indemnify, defend, and hold BRAUMVAULT and its related corporations harmless from and against any and all suits, actions, judgements, damages, costs, losses, expenses (including legal fees on a solicitors and client basis) and other liabilities arising from a breach or contravention or non-compliance with any provision of this Clause 16.

#### **14. Suspension, Termination, Cancellation of Services**

1. The Services (or any part thereof) may be cancelled by BRAUMVAULT at any time without prior notice to you. After cancellation, the Services (or any part thereof) may be reinstated in such manner and on such Terms of Service as BRAUMVAULT may at its absolute discretion determine.
2. BRAUMVAULT reserves the right at all times to suspend or block access to and use of the Services (or any part thereof) for any reason whatsoever and for any length of time and upon any conditions that BRAUMVAULT may at its absolute discretion determine.
3. Upon cancellation or termination of the Services (or any part thereof):
  1. all rights granted to you hereunder shall immediately terminate and shall revert to BRAUMVAULT;
  2. you shall immediately pay to BRAUMVAULT all outstanding fees and charges due and owing to BRAUMVAULT;
  3. BRAUMVAULT may at its absolute discretion, decide not to act on any request received by BRAUMVAULT after the effective date of termination;
  4. BRAUMVAULT may at its absolute discretion, decide not to act on any confirmation or request received by BRAUMVAULT between the date of notice is given to you and the effective date of termination (if there is a lapse of time between the two dates); and
  5. you hereby irrevocably and unconditionally authorises BRAUMVAULT to deduct all money due and owing by you to BRAUMVAULT (if any) from the moneys that are payable by BRAUMVAULT to you in respect of the delivered Purchased Items.

#### **15. Notices**

1. All notices and documents required to be given by you under these Terms of Service to BRAUMVAULT shall be sent to
2. BRAUMVAULT by registered post to the BRAUMVAULT' address listed on the Platform. Any notice or document sent by you to
3. BRAUMVAULT shall be deemed served when such notice or document is received by BRAUMVAULT.
4. All notices and documents required to be given by BRAUMVAULT under these Terms of Service to you shall be sent to
5. you by any one of the following methods:
  1. electronic mail to your last known electronic mail address according to BRAUMVAULT' records;
  2. posting the notice or communication on the Platform;
  3. notices placed with or in any of BRAUMVAULT' written communications to you;
  4. notices placed through any media; or
  5. any manner of notification as BRAUMVAULT may at its absolute discretion determine.
6. Any notice or document or communication given by BRAUMVAULT to you shall be deemed to be served and received by you on the day following the sending of such notice or document.

#### **16. Waiver And Severance**

1. Any failure by BRAUMVAULT to enforce at any time or for any period any one or more of these Terms of Service shall not be a waiver of them or of the right at any time subsequently to enforce these Terms of Service.
2. In the event that any provisions of these Terms of Service is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable BRAUMVAULT shall amend that provision in such reasonable manner as would achieve the intention of BRAUMVAULT or at the discretion of BRAUMVAULT it may be severed from these Terms of Service and the remaining provisions remain in full force and effect.

#### **17. Variation**

1. These Terms of Service may be modified, added to, deleted or varied by BRAUMVAULT by way of posting on the Platform or in any such other manner as BRAUMVAULT may in its absolute discretion determine.
2. You agree that continued use of the Services shall constitute your acceptance of these Terms of Service (as modified and varied from time to time).

#### **18. Assignment**

You may not assign its rights under these Terms of Service without the prior written consent of BRAUMVAULT.

#### **19. Binding Effect**

These Terms of Service shall be binding on your heirs, personal and legal representatives, estate, successors-in-title and permitted assigns (where applicable) you.

## **20. Return Policy**

Any form of Game Points, Items or, In Game Currency purchased into your account is neither refundable nor exchangeable.

Disclaimer:

Direct Top Up

1. Please read the product description thoroughly and confirm that the game name, server, game user id, character name, account name and the amount purchased, i.e. information, are correct.
2. BRAUMVAULT.com assumes no liability for wrong purchases made by the customer due to negligence and/or false/wrong information provided, which may result in damages/ losses/wrong top up. By purchasing any products from BRAUMVAULT.com, the customer understands, acknowledges, and accepts this release of liability.
3. If you encounter any difficulties, please do not hesitate to contact our 24/7 Live Support for further assistance.

## **21. Refund and Exchange Policy & Disclaimer**

The customer is required to submit a request to BRAUMVAULT.com on any missing goods. Failure to do so will automatically forfeit the customer's right to make any refund or exchange.

BRAUMVAULT reserves the right to amend any of the terms and conditions above without prior notice.

© 2022 BRAUMVAULT