TERMS AND CONDITIONS OF SALE

Welcome to Xsolla. By visiting this online store (the “Website”) and purchasing something from us, you agree to be bound by these Terms and Conditions of Sale (the “T&C”). These T&C govern the relationship between you (the purchaser of the physical Product) and Xsolla (USA), Inc. (hereinafter «Xsolla» or «us» or «we») regarding your purchase of board game from Xsolla (the «Product»). Purchasing of the Product is also governed by Xsolla's Privacy Policy and other relevant policies, which are incorporated herein by reference.

IF YOU DO NOT AGREE WITH THESE T&C, YOU ARE NOT AUTHORIZED TO PURCHASE THE PHYSICAL PRODUCT.

Upon entering into these T&C, you represent that you are of legal age to form a binding contract in your state, province, or jurisdiction of residence.

1. PRODUCT

We attempt to describe the Product available for purchase on the Website as accurately as possible. We have made every effort to display as accurately as possible the colors and images of our Product that appear on the Website. We cannot guarantee that your computer monitor's display of any color will be accurate.

If the particular Product are available on the Website, we cannot guarantee that all Product are in stock or immediately available for delivery when you submit your order. We may reject your order (without liability) if we are unable to process or fulfill it. If this is the case, we will refund any prior payment that you have made for those Product.

We reserve the right, but are not obligated, to limit the sales of our Product to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of Product that we offer. All descriptions of Product or Product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue Product at any time. Any offer for Product made on this Website is void where prohibited. We do not warrant that the quality of Product, information, or other material obtained by you will meet your expectations, or that any errors will be corrected.

2. ONLINE ORDERING

A. Placing An Order.

When you place an order on the Website, you are required to provide an email address and shipping address. You agree that the information that you provide to us will be true, accurate, current and complete. Without limiting any other terms of these T&C, you may not use false identities or impersonate any other person or use the email address that you are not authorized to use.

B. Personal Use.

All Product we sell are for personal use only. We reserve the right to refuse or cancel your order if we suspect you are purchasing Product for resale.

C. Changes And Cancellation.

If you require the changes in order, please inform Xsolla by the use of our Xsolla support site at help.xsolla.com. Those changes are subject to acceptance by Xsolla. We are unable to make changes or cancel your order once it has been shipped. However, you may return your Product as described in Section 6.

3. PAYMENT TERMS

A. Prices and Payment Methods

Prices presented on the Website include shipping and handling, expedited service, and other charges, if applicable. The total price of the Product is determined depending on the payment method and will be brought to your attention after a payment method is chosen and will be on the customer sales receipt.

All purchases require a valid debit/credit card or other payment methods that are accepted by us in our sole discretion.

Notwithstanding the foregoing, we have the right to refuse any payment in our sole discretion without giving an explanation.

All charges incurred, and all purchases are payable in advance and are not refundable in whole or in part, regardless of the payment method, except as expressly set forth in these T&C.

You will receive customer sales receipt through email after payment. Please review the customer sales receipt and inform us immediately of any discrepancies in the event that they are identified.

B. Correct Information.

You claim and warrant that your use of a credit card or other payment method is authorized and that all information that you submit to Xsolla or its 3rd party payment processor is true and accurate; you agree to pay all fees you incur. Xsolla is not liable for damage of any kind arising from your submission of any information that is deemed to be untrue or is inaccurate.

C. Tax and other Charges.

If your purchase is subject to any type of sales tax, then Xsolla may also charge you for those taxes and you agree to pay all fees and taxes incurred, if applicable.

As described in clause 4D, you may be subject to import duties and other charges that must be borne by you.

D. Impersonation.

You agree that you will not use IP proxying or other methods to disguise the place of your residence, whether to circumvent geographical restrictions on the Product, to purchase at pricing not applicable to your geography, or for any other purpose.  If you do this, we may cancel or refuse your order.

E. Payment Processing.

Payment processing, as well as a refund due to payment refusal, may take some time. We have no responsibility for any losses arising out of delays in payment processing and refund due to the payment refusal.

4. SHIPPING

A. Shipping Address.

We shall ship your order to the address you provide during the ordering process. You should check the shipping address and notify us of errors or omissions as soon as possible. You may not amend the shipping address provided during the ordering process once the order has been shipped.

B. Destination.

We are currently shipping to the countries listed on the Website only. We do not accept other international orders on the Website at this time.

C. Delivery.

In the event that estimated delivery date, or estimated shipping time, is provided, this information is provided on an informational basis and does not constitute an obligation on our part. We are not responsible for any delay in delivery or for any loss of or damage to a package or its contents while in the care of the courier or postal service. Should you have any questions, please contact customer support at help.xsolla.com.

D. Custom and Import Duties

Each Product sold and supplied by us may be subject to and governed by the laws of the United States and other countries, including but not limited to the US Export Administration Regulations (EAR) and US Foreign Assets Control Regulations (FACR). You are required to comply with all applicable laws relating to the import and export of Product.

When purchasing Product with cross-border delivery, you may be subject to import duties and taxes and other charges, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges. Customs policies vary widely from country to country, so you should contact your local customs office for further information.

5. OWNERSHIP RIGHTS AND RISK OF LOSS

The risk of loss and title for Product you purchase pass to you upon the delivery to the carrier, or if such Product are shipped outside the U.S., then the risk of loss and title pass to you when they clear customs.

6. RETURNS AND EXCHANGES

A. General.

If you are not completely satisfied with your purchase, for any reason, we will offer you a full refund within 14 days of receipt of Product, within which to return the Product, with no obligation of justification or payment of penalties. You shall pay only the return postage cost for the package. Product(s) must be in new condition with original tags and all original packaging and in full.

In order to return their Product please first notify us by the use of our Xsolla support site at help.xsolla.com and follow the returns procedure provided by Xsolla.

Returns received more than 14 days of receipt of Product may be refused and returned to you. We can refuse you in refund until we have received the returned Product or until you have produced evidence that you have sent the Product back, whichever is the earliest date. We cannot accept COD returns.

B. Faulty Product.

You have to examine Product immediately upon receipt and notify us if any defects are found within 3 calendar days of receipt, upon which Xsolla will advise you of what to do with the Product. You must also provide additional information to explain what is wrong with the Product. In order to return their Product please first notify us by the use of our Xsolla support site at help.xsolla.com and follow the returns procedure provided by Xsolla.

All returns on the grounds of a fault will be submitted for verification. In the case the fault is confirmed, the Customer may ask for a refund.

We shall not be liable for defects in Product caused by any act, neglect or default on your part.

C. International Returns and Customs.

We do not cover shipping or customs expenses for international returns (i.e., any returns from outside the continental United States of America, Hawaii, and Alaska). You will be responsible for all shipping and customs expenses and procedures.

7. INTELLECTUAL PROPERTY

All right, title and interest in and to the Product available for purchase on the Website, including its respective attributes, associated logo(s), names, characters, symbols, designs, likenesses, visual representations, style elements, artwork, trademarks, trade dress, copyrighted elements, rules, features, game play and game mechanics (“Product Content”), are and shall be owned exclusively by Xsolla or licensed to Xsolla. Any copying, redistribution, or modification of the Product and Product Content, or use of the Product and Product Content not in accordance with this T&C, is expressly prohibited by law and may result in severe civil and criminal penalties.

All, graphics, user interfaces, graphics, visual interfaces, photographs, sounds, music, artwork, logos, trademarks, computer code, and text (collectively, “Content”), including but not limited to the selection, design, coordination, expression, structure, “look and feel”, and arrangement of such Content, contained on the Website is owned, controlled or licensed by or to us, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. Except as expressly provided in these T&C, no part of the Website and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, website, or other medium for publication or distribution or for any commercial enterprise, without our express prior written consent.

8. PRIVACY

You agree to provide Xsolla with your personal data – contact data such as first and last name, email address, postal address, telephone number and other similar contact data; and payment data such as data necessary to process your payment if you make purchases, such as your payment instrument, shipping address and transaction numbers - in order for Xsolla to be able to fulfill your orders. See [Xsolla Privacy Policy](https://xsolla.com/privacypolicy) for additional information relating to the collection and use of your personal data.

9. DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, XSOLLA AND ITS AFFILIATES EXPRESSLY DISCLAIM (I) ANY WARRANTY FOR THE PRODUCT, AND (II) ANY COMMON LAW DUTIES WITH REGARD TO THE PRODUCT INCLUDING DUTIES OF LACK OF NEGLIGENCE AND LACK OF WORKMANLIKE EFFORT.

THE WEBSITE AND ALL PRODUCT DELIVERED TO YOU THROUGH THE WEBSITE ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED “AS IS” AND “AS AVAILABLE” FOR YOUR USE, WITHOUT ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT. ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312 OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE IS EXPRESSLY DISCLAIMED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY XSOLLA OR XSOLLA AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. ALSO, THERE IS NO WARRANTY OF TITLE, NON-INTERFERENCE WITH YOUR ENJOYMENT, OR AUTHORITY IN CONNECTION WITH XSOLLA, THE PRODUCT OR SERVICE. SOME STATES/JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU IN ITS ENTIRETY.

WE DO NOT WARRANT THAT THE PRICES, PRODUCT DESCRIPTION AND DELIVERY DATES ARE ACCURATE, COMPLETE AND ERROR-FREE. THE PRICES AND PRODUCT DESCRIPTION DO NOT CONSTITUTE AN OFFER AND MAY BE WITHDRAWN OR REVISED AT ANY TIME PRIOR TO OUR ORDER CONFIRMATION.

10. LIMITATION OF LIABILITY

In no event shall Xsolla, its affiliates, and each of our and their respective officers, directors, employees, and agents, be liable to you or to any third party: (i) for any lost profits or lost data or special, incidental, indirect, punitive or consequential damages (however arising, including negligence) arising out of or in any way connected to Xsolla, even if Xsolla has been advised of the possibility of such damages or loss or in the event of Xsolla or its affiliates’ fault, tort (including negligence), strict liability, breach of contract, or breach of Xsolla’s warranty; (ii) for any misrepresentation or fraud with respect to Product; (iii) for any amount in excess of (a) US $150 or (b) the amounts paid by you to Xsolla in the twelve (12) months preceding any claim by you having arisen, whichever is less. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. You also may have other legal rights that vary from jurisdiction to jurisdiction. THESE LIMITATIONS AND EXCLUSIONS REGARDING DAMAGES APPLY EVEN IF ANY REMEDY FAILS TO PROVIDE ADEQUATE RECOMPENSE.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Xsolla, its parent, subsidiaries, affiliates, and the directors, officers, employees, shareholders, licensors, partners, contractors, agents from and against any loss, claim, damage, cost, liability and expense (including attorney’s fees and costs and auditor’s fees) arising out of or in connection with your violation of these T&C, or arising out of a claim by any other purchaser, or any other third party related to any action or omission by you.

12. MISCELLANEOUS.

A. Governing Law.

These T&C and its interpretation, and any disputes that arise hereunder, shall be governed in all respects by the laws of State of California, USA, without giving effect to any principles that may provide for the application of the law of another jurisdiction. The U.N. Convention on Contracts for the International Sale of Goods is hereby expressly disclaimed.

B. Disputes

Most user concerns can be resolved by the use of our Xsolla support site at help.xsolla.com. If we are unable to resolve your concerns and a dispute remains between you and Xsolla, this section explains how we agree to resolve it.

Any dispute arising out of or in connection with the T&C, including any question regarding its existence, validity, or termination shall be determined by final and binding arbitration in Los Angeles, California, before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, and the arbitrator shall apply the laws applicable in the State of California.

Judgment on the arbitral award may be entered in any court having jurisdiction thereof. THE PARTIES HERETO EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY. This section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall, in the arbitral award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys’ fees (and accountant’s fees) of the prevailing party, for payment by the non-prevailing party, and shall determine the prevailing party for this purpose.

C. Termination.

Xsolla may terminate these T&C immediately if you fail to comply with its terms. Upon termination of this T&C, Sections 9, 10, 12 A and 12 C will survive.

D. Amendment.

Xsolla may occasionally change these T&C, so Xsolla encourages you to review the T&C periodically. If you purchase the Product after Xsolla changes the T&C, you accept all changes. If you don’t agree to the amendments or to any of the terms in these T&C, your only remedy is not to purchase the Product. Xsolla shall not have any obligation to refund any fees in such cases.

E. Notices.

Xsolla may give notice to you by means of a general notice to you on a paystation, electronic mail to your e-mail address in our records, or by written communication sent by first class mail, postage prepaid, or overnight courier to your address on record, provided Xsolla has your physical address. All legal notices given by you or required under this T&C shall be mailed to: Xsolla,15260 Ventura Blvd, Suite 2230, Sherman Oaks, CA 91403, USA. Should you have any questions concerning these T&C or your order you may address to support@xsolla.com.

F. Severability.

Except as otherwise expressly set forth in these T&C, in the event that any provision of these T&C shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of these T&C shall remain in full force and effect. These T&C constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements. You agree that these T&C is not intended to confer and does not confer any rights or remedies upon any person other than the parties to these T&C.

G. Enforcement.

Xsolla’s obligations are subject to existing laws and legal process and Xsolla may comply with law enforcement or regulatory requests or requirements notwithstanding any contrary term.

H. Compliance.

You agree to comply with all applicable import/export laws and regulations. You agree not to export the Product to individuals of any terrorist supporting countries to which encryption exports are at the time of exportation restricted by the European authorities. You represent and warrant that you are not located in, under the control of, or a national or resident of any such prohibited country.