

Terms of Service

Current as of 30.05.2024

Thank you for visiting <https://www.gfyskins.com> (the “Site”). GOLD FINANCEPAY PTY LTD (“GFYSKINS”, “we”, “us” or “our”) provides our Site and services (the “Services”) to you, subject to the following Terms of Service (the “Terms & Conditions”, the “Agreement”, the “Terms”). The policies, conditions and disclaimers outlined in this Agreement, govern your use of our Site and the Services we offer.

1 - About our Site

This Site is operated by GOLD FINANCEPAY PTY LTD (registration number (ACN) 672 962 668), legal address: Suite 302/13-15 Wentworth Avenue, Sydney NSW, 2000.

Our Site is an online marketplace which allows users to buy in-game items, make payment transactions in relation to the purchase of in-game items. In addition to our Terms of Service, you should also refer to our Privacy Policy and each of our participating third-party service providers.

2 - Acceptance of Terms

Please read our Terms of Service carefully. By using our Site, you agree to be bound by and comply with this Agreement.

GFYSKINS reserves the right to amend our Terms of Service at any time without prior notice to you. Please check our Terms of Service each time you access our Site as your continued usage of our Site, after any amendment to the Terms of Service, constitutes an agreement by you to abide and be bound by our Terms of Service as amended. If you breach this Agreement, we will, at our complete discretion, suspend or terminate your account and cease your usage of our Site immediately, without a right to reimbursement or retrieval of any in-game items.

3 - Accessing our Site

GFYSKINS provides our Site and Services “as is” or “as available”. We do not provide access to our Site on a continuous, uninterrupted or permanent basis and not all sections of our Site can be accessed by all users.

GFYSKINS may restrict access to part of or our entire Site to users for maintenance, system updates and other purposes. We will not be liable, if for any reason, our Site is unavailable at any given period. To access and use our Site and our Services, you will need a supported Web browser. We may cease to support a given Web browser and your continuous use of our Site and our Services may require you to download a supported Web browser. You also acknowledge and agree that the performance of our Site is dependent on the performance of your computer equipment and your Internet connection.

4 - Using our Site and Services

You must be 18 or older to buy in-game items on our Site, regardless of any consent from your parent or guardian to use our Services.

The primary responsibility of GFYSKINS is to provide Services where in-game items can be purchased, order fulfillment in relation to the purchase of in-game items as well as the maintenance, technical and product support in relation to our Site and Services.

GFYSKINS reserves the right to refuse service and/or to refuse pay out requests, if our Terms of Service are not met. We also reserve the right, at our complete discretion, to refuse service, pay out requests, suspend or terminate your account under this Agreement, if we have reason to believe that the funds in your account are subject to any dispute in relation to the ownership and/or acquisition of such funds.

5 - Our Privacy Policy

To use our Site or Services, you will be required to provide us with certain personal information. Any personal information or data provided by you will be treated in accordance with our Privacy Policy.

6 - Payment, taxes & fees

GFYSKINS uses third party payment processors to facilitate payments in relation to the purchase of in-game items on our Site. The terms & conditions between third party payment processors and customers who use their services are governed by separate agreements. You agree that the terms of use of the third-party payment processors, in addition to the Terms of Service of our Site, apply to you in all respects.

When paying with a Credit/Debit Card, payment processing (including entering the card number) takes place on a secure page of the processing system that has passed international certification. This means that your confidential data (card details, personal data, etc.) do not enter our online store, their processing is completely protected, and no one including GFYSKINS, will receive/store the client's personal and banking data. When working with card data, the information security standard developed by the international payment systems Visa and MasterCard, Payment Card Industry Data Security Standard (PCI DSS) is used, which ensures secure processing of card details and personal data.

Before using the services provided by any third-party payment processors, please read their terms of use which applies to all transactions, unless notice is expressly provided. You are responsible for any fees, taxes or other costs, in relation to the purchase of your in-game items, imposed by the third-party payment processors as well as the duties and taxes imposed by your local customs officials or other regulatory body.

GFYSKINS accepts no liability and specifically disclaims any implied warranty to fulfil an order, if the related payment transaction cannot be successfully cleared by our third-party payment processors, potentially due to insufficient funds available on your credit card, the funds in your account being subject to any dispute in relation to the ownership and/or acquisition of such funds or otherwise. If the payment transaction through the available methods is unsuccessful, GFYSKINS is under no obligation to fulfil the order. You will also be responsible for any fees or costs resulting from an unsuccessful payment.

To ensure that payment transactions are compliant with our Terms of Service and the terms and conditions imposed by our third-party service providers, GFYSKINS also reserves our right to verify and approve any transactions made through our Services to

ensure compliance with this agreement. To complete such verifications, GFYSKINS may request additional personal information from you to verify and confirm your identity, which is aimed at deterring fraud and misuse of our Services. You acknowledge and agree to provide the requested personal information, which will be strictly handled in accordance with our [Privacy Policy](#). This verification process may result in delays and we may also suspend your account whilst requesting for the provision of additional information from you, in order to process payments. Suspension of your account will not relieve you from your obligation to pay any fees owed to GFYSKINS.

Please note that initiation of any claim or dispute procedures with third party payment processors regarding payment of the purchase of in-game items on our Site may result in the suspension of your account, suspension of the use of our Services, and pending the resolution, potential termination of your account and cease usage of our Service.

7 - Customer support, feedback and dispute resolution

Please contact GFYSKINS at info@goldfinancepay.com if you have any general inquiries, feedback or for dispute resolution. We endeavor to resolve all disputes, within reasonable means.

8 - Intellectual property rights

GFYSKINS holds and reserves all intellectual property rights of this Site. All copyrights, trademark rights, patent rights and design rights (including the brand, the name, the illustrations, the images, the logos, the information) and any other content appearing in connection with www.GFYSKINS.com are the exclusive property of GFYSKINS or its licensors and are subject to the protection granted by applicable laws or international treaties in relation to intellectual property.

Nothing contained on our Site is intended to grant, express or imply the right for you to use or exploit the content available on www.GFYSKINS.com. No brands or names, including as part of domain names or email addresses, may be used in any manner that is likely to cause confusion. You are not permitted to copy, adapt, reproduce, translate, download, transmit, store, distribute, print, publish, broadcast, sell, share, transfer or assign to third parties or create derivative works from any content on our Site. You are also not permitted to alter, decompile, disassemble, reverse engineer or modify any content that you receive from our Site, or use or apply, for commercial purposes, any content on our Site, without the prior written consent from a member of GFYSKINS.

9 - Links and third-party statements on the site

Provided you do so in a way that is fair, legal, does not damage our reputation or take advantage of it, you may link to our Site. However, you must not, in any such way, establish any link to suggest any form of association, approval or endorsement by GFYSKINS where none exists.

GFYSKINS expresses no representations or warranties and hereby disclaims that any implied representation or warranty offered by a third-party site or service will not change, be suspended or be terminated.

While GFYSKINS provides links to other websites not maintained, controlled by or associated with us, we make no endorsements, representations or warranties about any other website which you may access through our Site, including those of third parties

("Other Websites" or "Other Website"). Any link to Other Websites is provided as a convenience to our users. As Other Websites are independent from GFYSKINS, we do not monitor, review or have control over the content and are as such, not responsible for the accuracy of any information on any Other Website. You must take your own precautions when accessing Other Websites through a link from our Site.

10 – Security

GFYSKINS endeavors to keep your personal information secured and uses all reasonable measures to do so. These measures assist in preventing loss, misuse and access by unauthorized parties. However, due to the nature of the Internet, this security cannot be guaranteed. Please view our Privacy Policy for more information.

To enhance your online safety, we recommend that you always log out and close the website browser when you complete an online session using a computer or terminal in a public location. In addition, we also recommend that you take the following online safety security measures.

GFYSKINS will never ask you to confirm any account or credit card details via email. If you receive an email claiming to be from www.GFYSKINS.com asking you to do so, please disregard it and do not respond.

You are solely responsible for managing your accounts and passwords, for keeping your passwords confidential and restricting access to your accounts.

While we use all reasonable measures to do so, GFYSKINS does not represent that any information (including any file) obtained from or through the Site is free from computer viruses or other faults or defects. It is your responsibility to scan any such information for computer viruses and implement the necessary security measures for your computer.

11 - Misuse and other offences

As a condition to your use of our Site and our Services, you agree not to:

- misuse our Site by introducing malicious or harmful material such as viruses, Trojans, worms or any other means that are harmful;
- attempt to gain unauthorized access, scan, test, breach, tamper with or use any non-public areas of our Site as well as any systems, servers, networks or databases connected to our Site and our Services;
- attempt to decipher, decompile, disassemble, reverse engineer or investigate any of the software or components used by our Site or our Service;
- harm or threaten to harm other users;
- interfere with or attempt to interfere with the access of any user, host or network;
- impersonate or misrepresent your affiliation with any person or entity;
- engage in price-switching or price-baiting practices;

- use our Site or our Service in any way contrary to its intended use, in accordance with this Agreement and our instruction, to the terms & conditions of any third-party service provider or to any applicable law.

GFYSKINS reserves the right to terminate your account and cease your usage of our Site immediately, in any event of a breach, without a right to reimbursement or retrieval of any in-game items.

We will also report to the relevant law enforcement authorities should we become aware of any breaches to the law, legal process or the Terms of Service of our Site and will cooperate with those authorities with the disclosure of your identity to them.

You agree that you are responsible for all activities through your account by yourself or by any other person. You also agree not to permit any third party to use or access our Services or Site through your account under any circumstances. If you believe that a third party has gained access to your account, please notify Us immediately via email at info@goldfinancepay.com. You are responsible for notifying us immediately, should there be any unauthorized use of your account or any other breach of security in relation to your account, as soon as you become aware of it.

12 - Disclaimer of warranty and limitation of liability

By using our Site, you agree that your access and use of our Site is subject to this agreement and all applicable laws, and is at your own risk.

GFYSKINS makes no warranty, representation and specifically disclaims any implied warranties that our Site will be provided on a continuous, uninterrupted or permanent basis. GFYSKINS provides our Site and Service “as is” or “as available”.

To the fullest extent allowed by applicable law, unless caused by way of intent or gross negligence, you agree to have no right to claim damages or losses against GFYSKINS (or any natural or legal person acting on our behalf).

More specifically, GFYSKINS shall not be held liable for:

- damages or losses resulting from interruptions or malfunctions of our Site caused by unforeseen events such as, but not limited to, disruptions to the Internet,
- electrical lines, natural disasters or the services of our third-party service providers;
- damages or losses resulting from viruses, other faults or defects as it is your responsibility to implement the necessary security measures for your computer;
- damages or losses resulting from lack of compatibility of your hardware, software and Web browser.

13 - Governing law

The laws of England and Wales excluding its conflicts of law rules, govern these Terms and your use of our Services. Your use of our Site may also be subject to other local, state, national, or international laws.