

TERMS FOR SELLERS

Effective date: 20 October 2026

1. INTRODUCTION

- 1.1. These Terms for Sellers (the “Terms”) are provided by BLOWPAY LTD, a private limited company incorporated in England and Wales under company number 16408525, with registered office at 9 Chapel Place, 2nd Floor, London, England, EC2A 3DQ (“BLOWPAY”).
- 1.2. These Terms govern the relationship between BLOWPAY and each Seller (as specified bellow) in connection with the Seller’s access to and use of the Service, the publication and promotion of Listings, the Seller Supply, Buyer Transactions, Payouts, refunds, chargebacks, reserves, compliance, intellectual property and related matters. They are not consumer terms for Buyers. Buyer Transactions are governed by the Buyer Terms, checkout disclosures, Product-specific terms approved by BLOWPAY and mandatory Applicable Law.
- 1.3. By completing or continuing registration, obtaining or using a Seller Account, submitting or maintaining a Listing, supplying a Product for resale through the Service, paying for Ancillary Services, requesting or receiving a Payout, or otherwise using the Service, you confirm that you have read, understood and agree to be bound by these Terms together with any annexes (including the data processing agreement and any other data processing arrangements) and any Policies referenced herein which expressly state that they form part of these Terms, as amended from time to time, all of which together form an integral part of the Terms. In the case of any conflict, these Terms prevail over any annex or Policy, except that (a) the data processing agreement prevails in relation to the processing of personal data and (b) individually agreed Commercial Terms prevail in relation to the Supply Price, the Hold Period and Payouts.
- 1.4. Questions about the Service or these Terms may be sent to support@ggsel.org. Notices from rights holders and public authorities may be sent to claims@ggsel.org.

2. DEFINITIONS

- 2.1. In these Terms, the following expressions have the meanings set out below:
 - 2.1.1. “Account Content” means all text, images, product information, files, data, communications, documents, credentials, metadata and other content submitted, uploaded, generated or made available by or on behalf of a Seller through the Service.
 - 2.1.2. “Ancillary Services” means optional Seller-facing services, including paid promotion or enhanced visibility of Listings and any other optional functionality identified as an ancillary or paid feature in the Service.
 - 2.1.3. “Ancillary Service Fees” means the fees payable by the Seller to BLOWPAY for Ancillary Services, as set out in the Tariff or the Commercial Terms.
 - 2.1.4. “Applicable Law” means all laws, regulations, binding regulatory requirements, court orders and mandatory rules applicable to BLOWPAY, the Seller, the Product, the Buyer Transaction or the Service, including mandatory consumer, tax, sanctions, anti-financial-crime, platform, intellectual-property and data-protection requirements.
 - 2.1.5. “BLOWPAY Margin” means, for each Buyer Transaction, the difference between the price received by BLOWPAY from the Buyer (net of Indirect Taxes) and the Supply Price payable for the corresponding Seller Supply, which BLOWPAY earns for its own account as principal reseller, which shall not be considered as a fee, commission or other remuneration for services rendered to the Seller.
 - 2.1.6. “Buyer” means a natural person or legal entity that enters or seeks to enter into a Buyer Transaction.

- 2.1.7. “Buyer Terms” means the buyer-facing terms, disclosures and Policies made available by BLOWPAY at checkout, on the Website or otherwise in connection with a Buyer Transaction, as amended from time to time.
- 2.1.8. “Buyer Transaction” means a contract under which BLOWPAY, acting in its own name as Merchant of Record, sells or supplies a Product to a Buyer.
- 2.1.9. “Card” means a payment card accepted by BLOWPAY for payment of Ancillary Services.
- 2.1.10. “Commercial Terms” means the commercial conditions applicable to the Seller, as agreed in writing between BLOWPAY and the Seller or, failing such agreement, as published in the Seller Account, including the method of calculating the Supply Price, the Hold Period, the dates on which Payouts are made (“Payout Dates”), minimum Payout thresholds, Payout methods and the Payout currency.
- 2.1.11. “Confidential Information” means non-public business, commercial, financial, technical, security, product, customer, Seller, pricing, risk, compliance or other information that is marked confidential or that a reasonable person would understand to be confidential in the circumstances, in each case disclosed by or on behalf of a Party to the other Party in connection with these Terms.
- 2.1.12. “Hold Period” means, for each Seller Supply, the period specified in the Commercial Terms or, if none is specified, fourteen (14) days, starting on the date on which the Product is delivered to or activated for the Buyer.
- 2.1.13. “Indirect Taxes” means value added tax, goods and services tax, sales tax, consumption tax and any similar tax chargeable on a supply under Applicable Law from time to time.
- 2.1.14. “Listing” means the commercial presentation of a Product on the Service, created from information and materials supplied by a Seller and/or otherwise lawfully obtained, through which BLOWPAY may offer the Product to Buyers in its own name.
- 2.1.15. “Merchant of Record” or “MoR” means BLOWPAY acting in its own name as the customer-facing contractual seller or trader in a Buyer Transaction, including with authority to accept or reject orders, collect or arrange collection of payment, determine the Buyer-facing transaction price and terms, issue transaction documentation, administer applicable indirect taxes where required, and manage cancellations, refunds, disputes and chargebacks.
- 2.1.16. “Party” means BLOWPAY or the Seller, and “Parties” means both of them.
- 2.1.17. “Payment Provider” means a bank, acquirer, card scheme participant, payment institution, electronic-money institution, payment processor or other third party engaged or approved by BLOWPAY to authorize, collect, hold, transfer, settle, reverse or refund funds in connection with Buyer Transactions or Payouts.
- 2.1.18. “Payout” means the net amount, if any, payable by BLOWPAY to the Seller for Seller Supplies after all fees, taxes, refunds, chargebacks, reversals, reserves, set-offs and other permitted deductions.
- 2.1.19. “Policies” means the rules, guidelines and policies published by BLOWPAY on the Website or in the Seller Account that expressly state that they form part of these Terms, as amended from time to time in accordance with Section 19.
- 2.1.20. “Product” means any good, work, service or digital content supplied, licensed, made available or fulfilled by a Seller for resale by BLOWPAY through the Service, including where supported digital goods, software, licence or activation keys, subscriptions, access rights, account top-ups, electronic content, services and other items approved by BLOWPAY.
- 2.1.21. “Reference Price” means the Buyer-facing price of a Product as displayed on the Service at the time the Buyer Transaction is formed, excluding Indirect Taxes and before any discount, coupon, credit or promotion funded by BLOWPAY.

- 2.1.22. “Seller” means a natural person acting in the course of business or a legal entity that has a Seller Account and supplies or makes Products available to BLOWPAY for onward sale to Buyers.
- 2.1.23. “Seller Account” or “Account” means the personalized area of the Service made available to a Seller.
- 2.1.24. “Seller Supply” means the separate business-to-business supply, licence, grant of rights, performance and/or fulfilment arrangement under which a Seller supplies or makes available to BLOWPAY the Product and rights required for a corresponding Buyer Transaction.
- 2.1.25. “Service” means the online marketplace, software, websites, account interfaces and related functionality operated by BLOWPAY under the ggssel.net/en/ domain and any associated mobile or desktop application, together with MoR, transaction-administration and Seller-facing services provided under these Terms.
- 2.1.26. “Supply Price” means the price payable by BLOWPAY to the Seller for a Seller Supply, determined under the Commercial Terms either as a fixed amount per unit of Product or as an agreed percentage of the Reference Price.
- 2.1.27. “Tariff” means the schedule of Ancillary Service Fees published in the Seller Account, as amended from time to time in accordance with Section 7.6.
- 2.1.28. “Website” means ggssel.net/en/ and any other domain or interface expressly designated by BLOWPAY as part of the Service.
- 2.2. In these Terms: (a) headings do not affect interpretation; (b) the words “including”, “include” and “in particular” are illustrative and do not limit the generality of the preceding words; (c) the singular includes the plural and vice versa; (d) “in writing” and “written” include email and messages sent through the Seller Account; and (e) references to Sections are to sections of these Terms.

3. DESCRIPTION OF THE SERVICE AND ROLES OF THE PARTIES

- 3.1. The Service enables Sellers to create or submit Listings and to supply Products to BLOWPAY for onward sale to Buyers through the Service. Buyer purchases are completed through checkout functionality controlled or approved by BLOWPAY.
- 3.2. For each Buyer Transaction, BLOWPAY acts as principal, Merchant of Record and contractual seller in its own name. BLOWPAY is not merely a payment intermediary or disclosed agent of the Seller in relation to the Buyer Transaction.
- 3.3. BLOWPAY is responsible to the Buyer, subject to Applicable Law and the Buyer Terms, for the Buyer-facing transaction functions applicable to the Buyer Transaction, including: (a) accepting or rejecting Buyer orders; (b) collecting or arranging collection of Buyer payments; (c) issuing customer-facing receipts, invoices, confirmations or credit notes where required; (d) calculating, collecting and remitting applicable indirect transaction taxes where required; (e) administering fraud controls, payment disputes and chargebacks; and (f) administering Buyer-facing cancellations, refunds, credits, replacements, re-performance, price reductions and other mandatory or discretionary remedies. Nothing in these Terms transfers BLOWPAY’s non-excludable obligations to Buyers to the Seller.
- 3.4. As between BLOWPAY and the Seller, the Seller remains solely responsible for the underlying Product and Seller Supply, including: (a) lawful title and authority to supply and permit resale; (b) authenticity, legality, safety, quality, conformity, functionality and compatibility; (c) accurate and complete Product and Listing information; (d) timely delivery, activation, access, performance and fulfilment; (e) Product-specific technical and after-sales support; (f) all licences, permits, registrations and intellectual-property permissions; (g) the Seller’s own direct taxes, business registrations and regulatory obligations; and (h) providing the information, evidence, replacement performance, technical assistance and reimbursement reasonably required for BLOWPAY to discharge its obligations to Buyers.

- 3.5. Each purchase gives rise to two legally separate relationships: the Buyer Transaction between BLOWPAY and the Buyer, and the corresponding Seller Supply between the Seller and BLOWPAY. A Seller identified in a Listing may be described as the developer, publisher, source, rights holder, supplier or fulfiller, but does not thereby replace BLOWPAY as the contracting seller to the Buyer.
- 3.6. Where BLOWPAY instructs the Seller to deliver, activate, perform or provide Product-specific support directly to a Buyer, the Seller does so solely in fulfilment of the Seller Supply on BLOWPAY's behalf. Such activity does not create a separate sale contract between the Seller and the Buyer for the same transaction, does not make the Seller the Merchant of Record, and does not limit BLOWPAY's obligations to the Buyer under Applicable Law or the Buyer Terms.
- 3.7. As between BLOWPAY and the Seller, the Seller bears the Product-specific risks allocated to it under these Terms. Buyer communications concerning Product content, delivery, activation, functionality or technical support may be handled directly by the Seller only within procedures authorised by BLOWPAY. The Seller must not admit liability on behalf of BLOWPAY, promise or issue a refund or other Buyer-facing remedy, amend the Buyer Transaction, or represent itself as the contracting seller or Merchant of Record without BLOWPAY's prior written approval.
- 3.8. BLOWPAY may determine the final Buyer-facing price, currency, tax-inclusive presentation, discounts, promotions, checkout wording, refund handling and other customer-facing transaction terms. The Seller may provide pricing inputs or recommended retail prices only to the extent supported by the Service; recommended retail prices are not binding on BLOWPAY. The consideration payable to the Seller is the Supply Price determined under Section 10.3 and the Commercial Terms.
- 3.9. Submission of a Buyer order does not require BLOWPAY to complete a Buyer Transaction. BLOWPAY may refuse or cancel an order before acceptance where reasonably necessary due to availability, pricing or technical error, payment failure, suspected fraud, sanctions, compliance, security, legal or other risk. A Buyer Transaction is formed only when BLOWPAY confirms or accepts the order or begins performance, whichever occurs first.
- 3.10. Seller-specific terms or licences may be presented to Buyers only if approved or permitted by BLOWPAY and may not conflict with the Buyer Terms, these Terms, the MoR structure or Applicable Law. As between BLOWPAY and the Seller, the Seller bears all loss, cost and liability arising from any Seller-provided term, representation or disclosure that conflicts with BLOWPAY's Buyer Terms or checkout disclosures.
- 3.11. Each Seller Supply is formed automatically, on these Terms and the Commercial Terms, at the moment when the corresponding Buyer Transaction is formed under Section 3.9. Upon formation of the Seller Supply, the Seller supplies to BLOWPAY, and BLOWPAY acquires for its own account, the Product and all rights necessary for BLOWPAY to resell and deliver it to the Buyer, and the Seller becomes entitled to the Supply Price in accordance with Section 10.3. If the Buyer Transaction is cancelled before performance begins, the corresponding Seller Supply terminates automatically and no Supply Price is payable.

4. USE OF THE SERVICE

- 4.1. To use the Service, the Seller must create and maintain a Seller Account and provide accurate, complete and current information.
- 4.2. The Seller is responsible for all activity under its Account and for maintaining the confidentiality and security of credentials. The Seller must promptly notify BLOWPAY of suspected unauthorized access, compromise or misuse. BLOWPAY may treat instructions received through authenticated Account access as authorized until notified otherwise.
- 4.3. The Seller must keep its legal name, registration details, addresses, tax status, beneficial ownership, authorised representatives, payout details, contact details and business information current. BLOWPAY may rely on such information for risk, tax, invoicing, compliance and payout purposes.
- 4.4. The Seller grants BLOWPAY a worldwide, royalty-free, non-exclusive, non-transferable (save to a permitted assignee under Section 22.2) right, sublicensable to BLOWPAY's affiliates, Payment

Providers and service providers, during the term and for twelve (12) months thereafter (and longer where required for record-keeping, audit or dispute purposes) to host, reproduce, display, translate, format, adapt, market and otherwise use Account Content to operate, secure, promote and improve the Service and to market, offer, resell, deliver, support and document the relevant Products and Buyer Transactions. This licence does not extend to credentials or personal data, which BLOWPAY processes only in accordance with Section 16.

- 4.5. BLOWPAY may moderate, translate, standardize, supplement, reformat, classify, rank, refuse, suspend or remove Listing content where reasonably necessary for legal, compliance, rights-holder, quality, anti-fraud, security, operational or commercial reasons. BLOWPAY may require the Seller to amend Product descriptions, images, compatibility information, activation instructions, territorial restrictions or other Listing content.
- 4.6. Seller-facing elements of the Service are provided on an “as is” and “as available” basis to the maximum extent permitted by law. BLOWPAY does not guarantee uninterrupted availability, any minimum number of transactions, revenue, conversion rate, search position, rating, traffic or profitability.
- 4.7. If the Service uses ratings, reviews, search, or ranking, BLOWPAY may determine the appropriate ranking parameters and change them from time to time at its discretion. BLOWPAY may provide information and procedures regarding ranking parameters, restrictive measures, or paid ranking features through the Account, Website, or Terms.
- 4.8. BLOWPAY may restrict the Service or Product availability by territory, currency, Product category, Buyer location, Seller location, Payment Provider availability or risk profile. No Seller has a right to demand access to a particular territory, currency, payment method or distribution channel.

5. SELLER VERIFICATION AND COMPLIANCE

- 5.1. The Seller must successfully complete any onboarding, identity, business, ownership, sanctions, anti-financial-crime, anti-fraud, tax, product and other verification or risk checks required by BLOWPAY, a Payment Provider or Applicable Law.
- 5.2. BLOWPAY may request at any time information and documents concerning the Seller, its directors, representatives, shareholders, ultimate beneficial owners, affiliates, business model, Products, sourcing, rights, domains, traffic, fulfilment, transaction history, expected volumes, jurisdictions, licences, customer support, tax status and funding or payout arrangements.
- 5.3. The Seller must provide requested information promptly, accurately and in the format reasonably specified by BLOWPAY. BLOWPAY may use third-party verification, fraud, sanctions, identity, device, reputation, analytics or compliance providers and may share necessary information with them in accordance with Applicable Law.
- 5.4. BLOWPAY may request test Products, test accounts, credentials, evidence of acquisition or distribution rights, screenshots, licences, supplier contracts, invoices, source-of-funds or source-of-goods information, or other evidence reasonably required to verify the Seller or Product.
- 5.5. BLOWPAY may treat multiple Accounts under common ownership, control, management, devices, payment details, Products, infrastructure or other material connections as related for risk and compliance purposes. Duplicate or undisclosed Accounts are prohibited unless expressly approved.
- 5.6. BLOWPAY may refuse onboarding, restrict functionality, withhold Payouts, impose or increase reserves, suspend Listings or Accounts, or terminate the relationship if verification is incomplete, information is false or misleading, risk cannot be satisfactorily assessed, or continued use creates legal, payment, fraud, reputational or operational risk.
- 5.7. BLOWPAY is not required to disclose confidential risk models, fraud signals, legally restricted information or information whose disclosure could compromise security, investigations, third-party rights or regulatory obligations.

6. INTENDED AND PROHIBITED USE OF THE SERVICE

- 6.1. The Service is intended solely for lawful commercial use by approved Sellers to supply Products for resale by BLOWPAY. The Seller must comply with Applicable Law, these Terms and the Policies (including Product, Seller, rights-holder, security and prohibited-activity rules).
- 6.2. The Seller represents and warrants on a continuing basis that it: (a) is duly incorporated or registered (where applicable), is authorised to conduct its business and has full capacity and authority to accept and perform these Terms; (b) holds every licence, permit, consent, registration and right necessary for the Product; (c) is not subject to sanctions or acting for a sanctioned or prohibited person; (d) does not knowingly facilitate money laundering, terrorist financing, fraud or other criminal activity; and (e) will provide only accurate and non-misleading information to BLOWPAY and Buyers; (f) acts in the course of business and, if an individual, is at least eighteen (18) years old; and (g) any individual accepting these Terms on its behalf is duly authorised to bind it.
- 6.3. The Seller must not, directly or indirectly: (a) offer illegal, counterfeit, stolen, infringing or prohibited Products; (b) misdescribe Product functionality, region, compatibility, activation method, term, account requirements or restrictions; (c) manipulate transactions, ratings, reviews, sales statistics or activity; (d) generate sham transactions or artificial turnover; (e) encourage or process off-platform payment or a separate sale for the same transaction; (f) represent itself to a Buyer as the Merchant of Record; (g) use Buyer personal data for unrelated marketing or any unlawful purpose; (h) submit false evidence in a refund or chargeback dispute; (i) attempt unauthorized access, scraping, reverse engineering or interference with the Service; or (j) upload malware, malicious code or content that may compromise the Service or third parties.
- 6.4. Seller communications with Buyers must be lawful, professional and relevant to fulfilment or support. BLOWPAY may remove or restrict abusive, threatening, discriminatory, defamatory, unlawful, misleading, spam, off-platform diversion or rights-infringing communications or content. Legitimate criticism is not prohibited solely because it is negative.
- 6.5. BLOWPAY may screen Account Content, Products and communications for compliance, fraud, quality and security purposes. Content or Products that conflict with these Terms or applicable Policies may be rejected, disabled, de-ranked, hidden or removed, and related transactions may be paused or cancelled to the extent permitted by law.
- 6.6. A breach of this Section is a material breach and may result in immediate restrictions, suspension, termination, reserves, Payout holds, refunds, chargeback acceptance, reporting to competent authorities or Payment Providers, and any other remedy available under these Terms or Applicable Law.

7. ANCILLARY SERVICES AND ANCILLARY SERVICES FEES

- 7.1. The Seller shall pay BLOWPAY the Ancillary Service Fees for any Ancillary Services it orders. If the Tariff and individually agreed Commercial Terms conflict, the Commercial Terms prevail. Ancillary Service Fees are exclusive of Indirect Taxes, which shall be added where applicable. BLOWPAY does not charge the Seller any fee or commission for the resale of Products: BLOWPAY's return on Buyer Transactions consists solely of the BLOWPAY Margin, which it earns for its own account as principal reseller.
- 7.2. Ancillary Service Fees are payable only for the optional Seller-facing services described in Section 7.3. Functions that BLOWPAY performs as Merchant of Record (including payment collection, fraud controls, Indirect Tax administration and customer-facing transaction support) are performed for BLOWPAY's own account as seller and are not services supplied to the Seller.
- 7.3. Ancillary Services, including Listing promotion, may be offered for a separate fee. Promotion may increase visibility but BLOWPAY does not guarantee impressions, clicks, sales, ranking, conversion or other commercial outcome.
- 7.4. Ancillary Services may be paid using a Card or, where enabled, from an advance balance. The Card must be valid and lawfully used by the Seller. Unless BLOWPAY agrees otherwise, the Seller should use a Card issued to the Seller or an authorised representative.

- 7.5. If an Ancillary Service is cancelled by the Seller before performance begins, amounts paid may be treated as an advance balance or refunded as determined by the applicable Service rules and Applicable Law. Advance balances are not deposits and do not accrue interest.
- 7.6. BLOWPAY may change the Ancillary Service Fees, the Tariff, paid features or the method of calculating the Supply Price by giving at least fifteen (15) days' notice under Section 19 (or any longer period required by Applicable Law). Changes do not affect amounts already finally accrued before the effective date of the change, except where a correction is required by law, a Payment Provider or a manifest error.
- 7.7. BLOWPAY may fund discounts, coupons, credits or promotions without reducing the Seller's agreed net entitlement. Any promotion funded from the Seller's entitlement requires the Seller's consent where such consent is required by Applicable Law or the Commercial terms.

8. SETTLEMENT STATEMENTS AND SELF-BILLING

- 8.1. BLOWPAY will make available electronic settlement statements, reports, reconciliation records, payout registers or other records showing relevant Seller Supplies, deductions and Payouts. BLOWPAY's transaction records are prima facie evidence of the recorded events.
- 8.2. The Seller must review settlement records promptly and notify BLOWPAY of any specific objection within seven (7) calendar days after the record is made available, unless a longer period is required by law. Failing such notice, the record is deemed accepted as between BLOWPAY and the Seller, without prejudice to correction of manifest error, fraud or mandatory tax requirements.
- 8.3. Where BLOWPAY elects to use self-billing and Applicable Law permits it, the Seller authorises BLOWPAY to issue self-billed invoices or equivalent documents on the Seller's behalf for Seller Supplies. The Seller must not issue duplicate invoices for the same supply and must promptly notify BLOWPAY of any change in its VAT, GST, sales-tax or other invoicing status.
- 8.4. Where self-billing is not used or is not legally available, the Seller must issue all invoices, receipts, tax documents and supporting records reasonably required by BLOWPAY in the form and within the timeframe specified by BLOWPAY or Applicable Law.
- 8.5. If inaccurate or incomplete tax or invoicing information provided by the Seller causes BLOWPAY to incur additional tax, interest, penalties, correction costs or professional fees, the Seller must reimburse BLOWPAY to the extent permitted by Applicable Law.

9. TAXES AND INVOICING

- 9.1. In each Buyer Transaction, BLOWPAY issues or makes available customer-facing invoices, receipts, confirmations and credit notes where required and administers VAT, sales tax, GST or similar indirect transaction taxes to the extent BLOWPAY is legally required to do so as Merchant of Record or contractual seller.
- 9.2. For a Buyer Transaction processed through the Service, the Seller must not issue a competing sales invoice or receipt to the Buyer, separately demand payment from the Buyer, or collect transaction taxes from the Buyer for the same sale, unless BLOWPAY expressly instructs otherwise or mandatory law requires it.
- 9.3. The Seller remains solely responsible for its own direct taxes and for tax obligations arising from the Seller Supply, including income, corporation, payroll, withholding, social or other taxes applicable to amounts received from BLOWPAY. BLOWPAY is not the Seller's tax agent unless mandatory law expressly provides otherwise.
- 9.4. The Seller must provide valid tax identification numbers, tax residence information, invoices and other records requested by BLOWPAY. BLOWPAY may apply withholding or other deductions where required by Applicable Law and may require evidence before applying a tax exemption or reduced rate.

- 9.5. The Supply Price constitutes the entire consideration for the Seller Supply, including all rights granted under Section 13.3. Unless the Commercial Terms provide otherwise, the Supply Price is exclusive of any Indirect Taxes chargeable on the Seller Supply.
- 9.6. The Seller must retain Product, transaction, tax, rights and fulfilment records for the period required by Applicable Law and, in any event, for at least the period reasonably necessary for audits, chargebacks, regulatory requests and tax enquiries.

10. PAYMENTS, PAYOUTS, RESERVES AND SET-OFF

- 10.1. For each Buyer Transaction, BLOWPAY acts as principal and contractual seller in its own name and receives, or arranges the receipt of, the Buyer's payment as consideration for BLOWPAY's own sale to the Buyer. BLOWPAY is entitled to the full amount payable by the Buyer for the Buyer Transaction and does not receive that amount as collection agent, trustee or fiduciary for the Seller.
- 10.2. The Buyer's payment obligation to BLOWPAY for a Buyer Transaction is discharged to the extent payment is irrevocably received by BLOWPAY or by a Payment Provider appointed by BLOWPAY to receive payment for that Buyer Transaction, subject to any later reversal, chargeback, refund or invalidation. Receipt of Buyer payment does not transfer to the Seller any legal or beneficial ownership, proprietary interest or trust interest in the Buyer funds, any settlement account or any receivable against a Payment Provider.
- 10.3. In consideration for each Seller Supply, BLOWPAY shall pay the Seller the Supply Price. The Supply Price is BLOWPAY's own debt as purchaser of the Product: it is not a share of, held for the Seller out of, or otherwise derived from the Buyer's payment, and BLOWPAY bears the risk of non-payment by the Buyer, except to the extent that a cancellation, refund, reversal or chargeback arises from a matter within the Seller's responsibility under Section 11.5. The Supply Price for a Seller Supply becomes payable on the first Payout Date falling after expiry of the applicable Hold Period. Payout Dates, minimum Payout thresholds, Payout methods and the Payout currency are set out in the Commercial Terms; unless they provide otherwise, Payout Dates fall weekly and Payouts are made in GBP. BLOWPAY may withhold, reserve or deduct amounts from a Payout only as permitted by Sections 10.6 to 10.9.
- 10.4. BLOWPAY may appoint and use banks, acquirers, payment institutions, electronic-money institutions, payment processors and other appropriately authorised, registered, licensed or exempt Payment Providers to collect, process, hold, settle, reverse or refund Buyer payments and to execute Payouts. BLOWPAY may determine or change the Payment Provider, payment method, settlement route and account structure, subject to Applicable Law.
- 10.5. Any balance, ledger entry, pending amount, reserve, advance balance, Payout estimate or other amount displayed in a Seller Account is an accounting record only. It is not a payment account, bank account, deposit, safeguarded client-money account, stored-value facility or electronic money; is not transferable to another person except through a Payout method approved by BLOWPAY; does not accrue interest; and does not give the Seller any proprietary right in identified funds. It records only the Seller's conditional contractual entitlement, if any, against BLOWPAY under these Terms.
- 10.6. BLOWPAY may withhold, delay, freeze or reserve all or part of any current or future Payout for as long as reasonably necessary to: comply with law or a regulator; complete verification or an investigation; address suspected fraud, illegality, prohibited activity or account compromise; cover expected refunds, chargebacks, reversals, tax or payment-scheme exposure; protect against Product, rights-holder or consumer claims; enforce these Terms; or comply with a Payment Provider or card-scheme requirement.
- 10.7. BLOWPAY may establish, increase, reduce or release fixed or rolling reserves based on risk. A reserve may remain in place after suspension or termination for so long as reasonably necessary to cover outstanding or reasonably anticipated exposure.
- 10.8. BLOWPAY may deduct or set off against any Payout or other amount payable to the Seller any amount owed or reasonably claimed from the Seller, including fees, refunds, chargebacks, dispute fees, reversals, fraud losses, taxes, penalties, fines, assessments, damages, indemnity amounts, professional costs and interest where lawfully applicable.

- 10.9. If deductions exceed amounts otherwise payable, the resulting negative balance is a debt immediately due from the Seller. The Seller must pay it within five (5) business days after demand. BLOWPAY may carry the negative balance forward and apply it against future Payouts. These rights survive suspension or termination.
- 10.10. The Seller is responsible for the accuracy of payout details and for bank, receiving, intermediary, foreign-exchange and third-party charges associated with receipt of a Payout. BLOWPAY is not responsible for delays caused by banks, Payment Providers, payment schemes or other third parties outside its reasonable control.
- 10.11. At the Seller's request, BLOWPAY may identify or recommend licensed third parties providing foreign-currency or virtual-asset conversion services where lawful. Any such transaction is entered into by the Seller with the relevant third party in the Seller's own name and at its own risk and expense. BLOWPAY does not provide or participate in the virtual-asset transaction merely by making a referral or technical connection.
- 10.12. BLOWPAY may require additional security, a reserve, a guarantee or other credit support from the Seller or an affiliated person as a condition of continued use where reasonably justified by transaction, chargeback, fraud, regulatory or financial risk.

11. REFUNDS, CANCELLATIONS, DISPUTES AND CHARGEBACKS

- 11.1. All Buyer-facing cancellations, refunds, credits, returns, replacements, re-performance, price reductions, payment disputes and chargebacks for Buyer Transactions are administered exclusively by BLOWPAY as Merchant of Record. The Seller must not independently promise, issue, process, reverse, settle or accept any such remedy or return for the same Buyer Transaction outside the Service without BLOWPAY's prior written approval.
- 11.2. BLOWPAY has sole authority, subject to Applicable Law and the Buyer Terms, to determine and implement the Buyer-facing response to a complaint, cancellation, refund request, statutory remedy, payment dispute or chargeback; to issue goodwill refunds or credits; and to comply with a Payment Provider, card scheme, regulator, court or authority. BLOWPAY remains responsible to the Buyer for its non-excludable obligations as contractual seller. The Seller's prior consent is not required, but this does not prevent the Seller from providing evidence or using the review procedure in Section 11.4.
- 11.3. The Seller must promptly provide all information, evidence, technical assistance, replacement performance and proposed resolution reasonably requested by BLOWPAY within any stated deadline. Failure to respond on time may be taken into account by BLOWPAY and may result in BLOWPAY resolving the matter on the available evidence, without relieving the Seller of responsibility for the Product or Seller Supply.
- 11.4. BLOWPAY shall make decisions under this Section in good faith, proportionately and on objectively reasonable grounds, taking into account, where relevant: (a) Applicable Law and the Buyer Terms; (b) the nature, value, urgency and transaction history of the matter; (c) the Product description, delivery and activation records, technical evidence and communications; (d) all relevant materials submitted by the Seller within the applicable deadline; (e) evidence and statements provided by the Buyer; (f) applicable Payment Provider and card-scheme rules, evidence standards and deadlines; and (g) fraud, security, regulatory, consumer-protection and payment-acceptance risks. BLOWPAY shall provide the Seller with a brief written statement of the principal reasons for its decision, except to the extent disclosure is prohibited by law, a regulator, a Payment Provider or card scheme, or could prejudice fraud prevention, security, an investigation or third-party rights. The Seller may submit a reasoned request for internal review, together with supporting evidence, within seven (7) calendar days after notice of the decision. The review shall be conducted by a suitably authorised person who was not the primary decision-maker where reasonably practicable, and BLOWPAY shall consider the request and notify the Seller of the outcome and principal reasons within a reasonable period. BLOWPAY may nevertheless act immediately, and may maintain or implement the decision pending review, where delay could prejudice a Buyer, breach Applicable Law, or prevent or delay compliance with a Payment Provider or card-scheme requirement, deadline or instruction, or create material fraud, security, regulatory or payment risk. Except for manifest error, fraud or wilful misconduct by

BLOWPAY, the outcome of the internal review is final as between BLOWPAY and the Seller, without limiting any right that cannot lawfully be excluded.

- 11.5. If a refund, credit, replacement cost, chargeback, reversal, dispute fee, penalty, assessment or other customer-resolution cost arises from or relates to the Seller Supply, Seller breach, non-delivery, defect, incompatibility, inaccurate Listing, rights infringement, fraud, prohibited Product or another matter within the Seller's responsibility, the corresponding amount automatically becomes due from the Seller to BLOWPAY when incurred by BLOWPAY. Amounts reasonably anticipated but not yet incurred may be covered only by a reserve under Section 10.7.
- 11.6. BLOWPAY may recover any amount under this Section by deduction, reserve, set-off, debit of a permitted Seller balance or invoice. If the Seller's available balance is insufficient, the Seller must pay the shortfall within five (5) business days after demand.
- 11.7. For a chargeback or payment dispute, the Seller must promptly provide all evidence reasonably requested by BLOWPAY. BLOWPAY controls whether and how the matter is defended, accepted, settled or escalated. BLOWPAY does not guarantee a successful outcome even where Seller evidence is provided.
- 11.8. Nothing in this Section limits a Buyer's mandatory consumer rights. Where digital content or a service may lawfully begin before the end of a statutory cancellation period, BLOWPAY may obtain any express consent and acknowledgement required by Applicable Law, and the Seller must not begin or withhold fulfilment contrary to BLOWPAY's instruction.

12. SUPPORT, FULFILMENT AND MAINTENANCE

- 12.1. BLOWPAY may provide general Seller support and Buyer-facing transactional support. Unless expressly agreed in writing, no guaranteed response or service level applies to Seller support.
- 12.2. The Seller remains responsible for Product-specific fulfilment and technical support. The Seller must respond promptly to BLOWPAY requests concerning delivery, activation, access, compatibility, defects, customer complaints, refunds, chargebacks, rights-holder notices and regulatory requests.
- 12.3. The Seller must maintain reasonable evidence of Product sourcing, rights, delivery, activation, access and performance and provide it to BLOWPAY on request. BLOWPAY may prescribe fulfilment, delivery, evidence, support and service-level requirements for particular Product categories.
- 12.4. BLOWPAY may perform planned or emergency maintenance and may temporarily restrict the Service for security, legal, capacity, technical or operational reasons. Where reasonably practicable, BLOWPAY will provide advance notice of planned material maintenance.
- 12.5. BLOWPAY may suspend acceptance of new orders for a Seller or Listing where reasonably necessary for Product quality, fulfilment, refund rate, chargeback rate, fraud, rights-holder, compliance, Payment Provider, capacity or other risk reasons.

13. INTELLECTUAL PROPERTY AND THIRD-PARTY RIGHTS

- 13.1. All rights in the Service, including its software, source and object code, databases, design, interfaces, documentation, trade names, trademarks and other BLOWPAY materials, are owned by BLOWPAY or its licensors. Except for the limited right to use the Service under these Terms, no rights are transferred to the Seller.
- 13.2. The Seller may not copy, sell, lease, sublicense, reverse engineer, decompile, disassemble, circumvent, modify or create derivative works from the Service except to the extent such restriction is prohibited by mandatory law.
- 13.3. The Seller grants and warrants to BLOWPAY all rights, licences, permissions and authorisations necessary for BLOWPAY to host, market, promote, offer, resell, sublicense where applicable, distribute, deliver and support each Product and to use the associated Account Content for those purposes. Unless expressly agreed otherwise in writing, the Seller grants only those intellectual-property rights necessary for BLOWPAY to market, offer, resell, sublicense where applicable,

distribute, fulfil and support the Product in connection with Buyer Transactions; this does not limit the licence of Account Content granted under Section 4.4.

- 13.4. The Seller warrants that Products and Account Content do not infringe third-party rights and are not counterfeit, pirated or otherwise unauthorized. The Seller bears all responsibility, as between the Parties, for rights-holder claims arising from a Product or Account Content.
- 13.5. BLOWPAY may remove, disable, restrict or investigate a Listing or Product upon receiving a rights-holder, platform, regulator or other credible complaint and may request evidence of title, licence, distribution or resale rights. BLOWPAY may keep the Listing restricted until the matter is resolved to BLOWPAY's reasonable satisfaction.
- 13.6. Rights holders may send infringement notices to claims@ggsel.org identifying the claimant, authority to act, the relevant right, affected URLs or Products, the legal basis and contact details. BLOWPAY may share the notice with the Seller or relevant service providers where lawful and appropriate.

14. THIRD-PARTY SERVICES, CONTENT AND LINKS

- 14.1. The Service may depend on Payment Providers, banks, card schemes, hosting companies, telecom providers, anti-fraud vendors, verification providers, software providers, rights databases and other third parties. BLOWPAY may replace, add or remove such providers at its discretion.
- 14.2. To the maximum extent permitted by law, BLOWPAY is not liable to the Seller for an act, omission, outage, rejection, delay, rule change, account closure or other failure of a third party that is outside BLOWPAY's reasonable control.
- 14.3. Third-party links, data, content or tools may be provided for convenience on an "as is" basis. Unless BLOWPAY expressly states otherwise, BLOWPAY does not endorse and is not responsible for third-party content, products, services or websites.

15. CONFIDENTIALITY

- 15.1. Each Party must protect the other Party's Confidential Information and use it only as necessary to perform or enforce these Terms, operate the relationship, obtain professional advice or comply with Applicable Law.
- 15.2. A Party may disclose Confidential Information (a) to its affiliates, employees, contractors, professional advisers, insurers, banks, Payment Providers, card schemes and auditors who reasonably need it for a permitted purpose, provided that it ensures that each such recipient is bound by confidentiality obligations no less protective than this Section; and (b) to tax authorities, regulators, courts and law-enforcement bodies to the extent required by Applicable Law or reasonably necessary for a permitted purpose.
- 15.3. Confidentiality obligations do not apply to information that the receiving Party can demonstrate is lawfully public, was already lawfully known without restriction, was independently developed, or was lawfully obtained from a third party without confidentiality duty.
- 15.4. Where disclosure is legally compelled, the disclosing Party may disclose the minimum reasonably required and, where lawful and practicable, will give prior notice to the other Party.
- 15.5. This Section survives termination.

16. DATA PROTECTION

- 16.1. Each Party must comply with Applicable Law concerning personal data. BLOWPAY processes Seller and representative personal data as described in its Privacy Notice and may process Buyer personal data as an independent controller where necessary for Buyer Transactions, fraud prevention, payments, tax, support and legal compliance.

- 16.2. Where a Party processes personal data on behalf of the other Party as a processor, the Parties will apply any data-processing terms or other arrangements required by Applicable Law.
- 16.3. The Seller may receive Buyer data only to the extent necessary for authorised fulfilment or support and must not sell, reuse, enrich, disclose or market to Buyers using such data except where expressly authorised by BLOWPAY and lawful.
- 16.4. The Seller must maintain appropriate technical and organisational security measures and promptly notify BLOWPAY of any actual or suspected personal-data breach or security incident affecting Buyer data, Account Content or the Service.
- 16.5. BLOWPAY's Privacy Notice, available at <https://ggsel.net/documents/privacy-en.pdf>, explains how BLOWPAY processes the personal data of the Seller and its representatives. The Privacy Notice is provided for information and does not form part of these Terms.

17. DISCLAIMERS

- 17.1. BLOWPAY acts as Merchant of Record and contractual seller for Buyer Transactions, but as between BLOWPAY and the Seller the Seller remains responsible for the underlying Product, Seller Supply and all Product-specific risks allocated to the Seller under these Terms.
- 17.2. BLOWPAY does not develop, manufacture, create or own a Product merely because it acts as Merchant of Record. Except for BLOWPAY's non-excludable obligations to Buyers, BLOWPAY does not assume the Seller's responsibility for Product legality, title, authenticity, content, quality, safety, functionality, compatibility, delivery, performance or third-party rights.
- 17.3. BLOWPAY does not guarantee that a Product will be accepted, listed, promoted, sold, ranked in a particular position or remain available. BLOWPAY may change marketplace presentation, search, ranking, categorisation, fraud controls, checkout, Payment Providers and operational processes.
- 17.4. Any templates, information, technical guidance, tax indicators or compliance materials made available by BLOWPAY are general operational information and do not constitute legal, tax, accounting or regulatory advice to the Seller.
- 17.5. BLOWPAY may rely on information supplied by the Seller and is not required to independently verify every statement, licence, Product attribute or third-party right except to the extent verification is required by Applicable Law.

18. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 18.1. To the maximum extent permitted by Applicable Law, BLOWPAY is not liable to the Seller for any indirect, consequential, incidental, special, exemplary or punitive loss, or for loss of profit, revenue, business, opportunity, goodwill, reputation, anticipated savings or data, whether arising in contract, tort, negligence, misrepresentation, restitution or otherwise.
- 18.2. Subject to Section 18.3, BLOWPAY's total aggregate liability to a Seller arising out of or in connection with the Service, these Terms, Ancillary Services, Seller Supplies or Payouts shall not exceed the greater of: (a) GBP 100; and (b) the total fees actually retained by BLOWPAY from that Seller the aggregate Ancillary Service Fees paid by that Seller and BLOWPAY Margin earned on that Seller's Seller Supplies during the three (3) months immediately preceding the event giving rise to the claim. This Section 18.2 does not limit BLOWPAY's obligation to pay any Supply Price or Payout that is properly due under these Terms.
- 18.3. Nothing in these Terms excludes or limits liability to the extent it cannot lawfully be excluded or limited, including liability for fraud or fraudulent misrepresentation, or death or personal injury caused by negligence.
- 18.4. The Seller must indemnify BLOWPAY, its affiliates and their directors, officers, employees, contractors and Payment Providers from and against all claims, demands, refunds, chargebacks, reversals, losses, damages, taxes, interest, fines, penalties, assessments, regulatory costs and reasonable external legal, expert and professional fees arising out of or in connection with: (a) a Product or Seller Supply; (b) defect, non-delivery, incompatibility, illegality, misdescription, lack of

title or lack of authority; (c) Account Content or Seller representations; (d) actual or alleged infringement of third-party rights; (e) the Seller's tax, licensing, sanctions, regulatory, data-protection or consumer-law obligations; (f) fraud, wilful misconduct or negligence by the Seller; or (g) breach of these Terms.

- 18.5. The indemnity includes claims or investigations by Buyers, rights holders, tax authorities, consumer authorities, regulators, Payment Providers and card schemes, and applies whether or not a third-party claim is ultimately successful, to the extent the cost was reasonably incurred in responding to the matter.
- 18.6. BLOWPAY may control or participate in the defence, response, settlement or remediation of any matter that could expose BLOWPAY to liability, a payment-scheme consequence, regulatory action or reputational harm. The Seller must provide prompt cooperation and may not agree a settlement that admits liability on behalf of BLOWPAY or imposes obligations on BLOWPAY without BLOWPAY's written consent.
- 18.7. BLOWPAY may satisfy an actual or reasonably anticipated claim under this Section by reserve, withholding or set-off against current or future Payouts. The Seller's indemnity and payment obligations survive termination.

19. CHANGES TO THE TERMS

- 19.1. BLOWPAY may amend these Terms, Policies, Tariffs or operational rules. Where Applicable Law requires advance notice, BLOWPAY will provide at least the minimum notice required through the Service, Account, email or another durable medium.
- 19.2. To the extent permitted by Applicable Law, an amendment may take effect immediately where it is required to comply with law, a court, regulator, Payment Provider or card scheme; to address fraud, security, abuse or material risk; to correct a manifest error; to introduce a new optional feature; or where the amendment is solely beneficial or does not materially disadvantage the Seller.
- 19.3. If the Seller does not accept a materially adverse amendment, it may stop using the Service and terminate the relationship before the amendment takes effect, subject to outstanding obligations, reserves, refunds, chargebacks and Payouts.
- 19.4. Continued use of the Service after an amendment takes effect constitutes acceptance of the amended Terms to the extent permitted by Applicable Law.

20. TERM, SUSPENSION AND TERMINATION

- 20.1. These Terms take effect for a Seller upon acceptance under Section 1.3 and continue until terminated. Closing or ceasing use of an Account does not discharge accrued or surviving obligations.
- 20.2. The Seller may request termination at any time, subject to completion of pending Buyer Transactions, delivery and support obligations, refunds, chargebacks, verification, tax documentation, negative balances and any reserve period.
- 20.3. BLOWPAY may restrict, suspend or terminate a Listing, Product, feature, Account or these Terms, in whole or in part, where: (a) the Seller breaches these Terms or Applicable Law; (b) verification is incomplete or unsatisfactory; (c) fraud, sanctions, money laundering, prohibited activity, account compromise or other abuse is suspected; (d) refund, chargeback, complaint or fraud levels exceed BLOWPAY's risk tolerance; (e) Product legality, quality, title or rights are disputed; (f) a Payment Provider, card scheme, rights holder, regulator, court or authority requests or requires action; (g) continued service may expose BLOWPAY or third parties to legal, financial, security, operational or reputational risk; or (h) the Seller is materially connected with another person or Account that presents such risk.
- 20.4. Where Applicable Law requires a statement of reasons, advance notice, internal complaint mechanism or reinstatement process for a restriction, BLOWPAY will provide the required information and process, subject to lawful exceptions for fraud, security, investigations, third-party rights and regulatory restrictions.

- 20.5. Upon suspension or termination, BLOWPAY may stop new Buyer Transactions, remove or hide Listings, restrict Account functionality, retain records, maintain reserves, continue processing refunds and chargebacks, and complete or reverse pending transactions as reasonably necessary.
- 20.6. Termination does not affect provisions that by their nature are intended to survive, including payment and negative-balance obligations, refunds and chargebacks, reserves, taxes, recordkeeping, intellectual property, confidentiality, data protection, limitation of liability, indemnities, dispute resolution and rights accrued before termination.
- 20.7. BLOWPAY may refuse to reopen or approve a new Account for a Seller whose Account was terminated for material breach, fraud, prohibited Products or material risk, and may apply the same restriction to persons or entities materially connected with that Seller where reasonably necessary to prevent circumvention.

21. GOVERNING LAW AND DISPUTES

- 21.1. The relationship between BLOWPAY and the Seller is that of independent contracting businesses. Nothing in these Terms creates a partnership, joint venture, employment, fiduciary relationship or agency between the Parties. In performing direct fulfilment under Section 3.6, the Seller acts as an independent subcontractor of BLOWPAY and not as its agent.
- 21.2. Before starting court proceedings, a Seller should submit a written claim to BLOWPAY describing the relevant facts, legal basis, requested remedy and supporting evidence. BLOWPAY may require use of an internal complaint system where one is available or required by Applicable Law.
- 21.3. Subject to any mandatory forum rule that cannot lawfully be excluded, the courts of England and Wales have exclusive jurisdiction over any dispute, controversy or claim between BLOWPAY and a Seller arising out of or in connection with these Terms, the Service, a Seller Supply or Payout.
- 21.4. Nothing prevents BLOWPAY from seeking urgent interim, injunctive or protective relief in any competent jurisdiction to protect intellectual property, Confidential Information, security, payment rights or to prevent fraud, abuse or dissipation of assets.

22. GENERAL

- 22.1. The relationship between BLOWPAY and the Seller is that of independent contracting businesses. Except for direct fulfilment carried out on BLOWPAY's instructions for a Buyer Transaction, nothing creates a partnership, joint venture, employment, fiduciary relationship or general agency between the Parties.
- 22.2. The Seller may not assign, transfer, novate, charge or otherwise dispose of any right or obligation under these Terms without BLOWPAY's prior written consent. BLOWPAY may assign, novate or transfer these Terms or any rights under them to an affiliate, successor, purchaser of the relevant business or another entity capable of performing the relevant obligations, subject to Applicable Law.
- 22.3. If any provision is unlawful, invalid or unenforceable, it is to be enforced to the maximum lawful extent and otherwise severed without affecting the remaining provisions.
- 22.4. A delay or failure to exercise a right is not a waiver. Rights and remedies are cumulative unless expressly stated otherwise.
- 22.5. BLOWPAY is not liable for failure or delay caused by events beyond its reasonable control, including outages, cyber incidents, telecommunications failures, acts of government, sanctions, war, civil unrest, natural disaster, labour disruption, Payment Provider or banking failure, or material infrastructure failure.
- 22.6. Legally significant notices may be sent through the Account, by email, by messaging functionality used by the Parties, or to a registered or postal address. Notices to BLOWPAY may be sent to support@ggsel.org; rights-holder and public-authority notices may be sent to claims@ggsel.org. A Seller must keep its notice details current.

- 22.7. Electronic records, Account logs, transaction records, authentication records, notices and communications maintained in BLOWPAY's systems are admissible as evidence and are prima facie evidence of the recorded events unless manifest error is shown.
- 22.8. Except for persons expressly protected by an indemnity in these Terms, a person who is not a Party has no right to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999. BLOWPAY may vary or terminate these Terms without the consent of any third-party beneficiary.
- 22.9. These Terms, together with documents expressly incorporated into them, constitute the entire agreement between BLOWPAY and the Seller concerning their subject matter and supersede all prior agreements, arrangements and understandings concerning that subject matter. The Seller acknowledges that it has not relied on any statement, representation or assurance that is not expressly set out in these Terms. Fraudulent misrepresentation is not excluded.
- 22.10. If mandatory platform-economy, online-intermediation, consumer, payment, tax or other laws apply to a particular relationship or territory, these Terms apply subject to those mandatory requirements. BLOWPAY may implement territory-specific rules, notices or procedures to comply with them.
- 22.11. The English-language version of these Terms is the controlling version unless Applicable Law requires otherwise. Any translation is provided for convenience only.