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Terms of Sale

1. Introduction

Certain products, services, and content may from time to time be made available to you (“you” or “User”) by Overlays Guru Ltd. or their affiliates (referred to herein as “us”, “we”, or “Overlays Guru”) in connection with the website available at <http://www.overlays.guru>, Overlays Guru’s network of websites and software applications, or other products or services offered by Overlays Guru (the “Overlays Guru Services”). By purchasing products, services, or content, including any purchases made as a gift to another user, through the Overlays Guru Services that link to these Terms of Sale (“Ancillary Products and Services”), you signify that you have read, understand, and agree to be bound by the Terms of Sale in effect at the time of purchase (“Terms of Sale”). Your purchases of Ancillary Products and Services and your use of the Overlays Guru Services are also governed by Overlays Guru’s Terms of Service (“Terms of Service”), into which these Terms of Sale are incorporated by reference. For the avoidance of doubt, Section 15 (Disputes) of the Terms of Service, including its sub-sections for Indemnification, Disclaimers; No Warranties, Limitation of Liability, Applicable Law and Venue, and Claims, and Section 16 (Miscellaneous) also apply to your purchases of Ancillary Products and Services and your use of those purchases on the Overlays Guru Services.

PLEASE READ THESE TERMS OF SALE AND THE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

2. Modifications of these Terms of Sale

Overlays Guru may amend any of the terms of these Terms of Sale by posting the amended terms and updating the “Last Updated” date above. Please check these Terms of Sale periodically for those changes. Any modified terms will apply to any purchase or renewal of Subscription Services (as defined below) made after such changes are posted on the Overlays Guru Services. Therefore, you should review these Terms of Sale prior to each purchase so you will understand the terms applicable to such transaction. **If you do not agree to these Terms of Sale, do not make any purchases on the Overlays Guru Services.**

For residents of the European Union, the European Economic Area, the United Kingdom, or Switzerland who are acting as a consumer (i.e., for a purpose which can be regarded as being outside your trade, craft, or profession) (“Consumer”), with regard to active Subscription Services, Overlays Guru will provide reasonable prior notice of changes to these Terms of Sale. To the extent permitted by applicable law, not cancelling your Subscription Services before the next renewal of your Subscription Services will be deemed your consent to the modified terms that will take effect at the time of your next renewal. Where required by applicable law, Overlays Guru will ask for your consent to the modified Terms.

3. Purchase Qualifications; Account Security

To make a purchase on the Overlays Guru Services, you must be a registered Overlays Guru Services user and comply with these Terms of Sale and the Terms of Service. You acknowledge that you are responsible for maintaining the security of, and restricting access to your account and password, and you agree to accept responsibility for all purchases and other activities that occur under your account. Overlays Guru sells its Ancillary Products and Services only to those users who can legally make

purchases with a credit card. If you are between the ages of 13 and 18 (or the legal age of majority in your state of residence), you may make purchases on the Overlays Guru Services only with the permission of a parent or guardian. Overlays Guru reserves the right to refuse or cancel orders or terminate accounts at any time in its sole discretion.

4. Subscription Services Terms

Overlays Guru may offer certain Ancillary Products and Services in connection with the Overlays Guru Services on a subscription basis with recurring payments ("Subscription Services") as disclosed to you when you subscribe to any Subscription Services. Subscription Services may renew automatically, and you agree that we are authorised to charge you for payment on a recurring basis prior to each renewal. You agree that your Subscription Service will renew continuously for the agreed subscription time period until you cancel it.

Overlays Guru reserves the right to discontinue or modify any subscription fee payment option. If we discontinue or modify a subscription payment option, we will provide notice of such discontinuance or modification by email or through the Overlays Guru Services in advance of the next billing date. If you are signing up under any promotional subscription fee, some additional restrictions may apply. These restrictions, if any, will be provided to you before you sign up for the applicable Subscription Service that is subject to the promotion.

a. Subscription Services - Automatic Payments

If you choose a Subscription Service (including any pre-paid subscription option, gift subscription, or channel subscription that reverts to a monthly payment plan at the expiration of the pre-paid period), you hereby grant Overlays Guru permission to automatically charge the subscription fee to your chosen payment method at the beginning of each applicable payment period until you cancel the Subscription Service. Your access, or the gift recipient's access, to the Subscription Services will not be established until Overlays Guru has verified that the credit card or other payment information you provide Overlays Guru for payment is accurate and that your payment method account is in good standing.

You further agree that Overlays Guru may charge any other applicable fees for the Overlays Guru Services or Ancillary Products and Services, if disclosed to you in connection with your purchase, to your payment method, including any early termination fee.

You are required to keep your billing information current, complete, and accurate (for example, if you move, be sure to update your billing address, and if you get a new credit/debit card, make sure you update the card number and/or expiration date) and notify Overlays Guru if your selected payment method is cancelled (e.g., for loss or theft).

To the extent permitted by applicable law, Overlays Guru reserves the right to suspend or cancel your access to any Subscription Service that is a part of the Overlays Guru Services without notice (or after providing reasonable notice where required by applicable law), upon rejection of any due charges or if your payment method (or its agent or affiliate) causes the return of payments previously made to Overlays Guru when you are liable for the charges. Any other requirements that may apply to our right to cancel your Subscription Service for your default in payment under applicable law shall remain unaffected by the foregoing sentences.

b. Cancellation of Subscription Services

You may cancel your Subscription Service at any time by selecting the “Do Not Renew” option under your subscription settings in the relevant Overlays Guru Services, or by utilizing any other cancellation method that may be available to you under applicable law. Overlays Guru may cancel your Subscription Service by giving you notice by email or through the Overlays Guru Services.

Either party’s cancellation under the prior paragraph is effective at the end of the current payment period and your Subscription Services will continue until the end of the current payment period.

c. Gifts of a Subscription Service

You may, at any time that you have a Overlays Guru account, purchase a Subscription Service so that you can gift certain services to named Twitch users or viewers or to an unnamed Twitch community member including, but not limited to: subscriber-only channel-specific badges and emotes (a “Gifted Subscription Service”). You may purchase these Gifted Subscription Services at tiered values in accordance with the level of benefits you wish to gift to the Twitch user or Twitch community. In the event that you make such a purchase, the Gifted Subscription Service (and the recipient’s ability to use it) will begin immediately upon completion of your payment in accordance with the process set out in Subscription Services - Automatic Payments.

Once your Gifted Subscription Service has been established, Overlays Guru will not notify your gift recipient(s) that you have purchased the Gifted Subscription Service for their benefit and enjoyment (unless you instruct Overlays Guru to on your behalf), and that they may enjoy the benefit of the Gifted Subscription Service immediately, and for as long as the fixed-term of the Gifted Subscription Service lasts; provided that at all times during such term your gift recipient(s) have a valid Overlays Guru account. Your Gifted Subscription Service will run from the time of your purchase to the expiry of the fixed-term for that Gifted Subscription Service, regardless of when or whether your gift recipient(s) receive(s) notification that the Gifted Subscription Service have become available. All use and enjoyment of the Gifted Subscription Service by your gift recipient(s) will terminate when your Gifted Subscription Service expires. If your gift recipient breaches Overlays Guru’s Terms of Service applicable to them for their use of the Overlays Guru Services following your gift, their use of the Overlays Guru Services may be terminated in accordance with Overlays Guru’s Terms of Service. Nothing in these Terms of Sale shall entitle any gift recipient(s) to any right of enforcement against Overlays Guru.

7. Overlays Guru Addons

Ancillary Products and Services that Overlays Guru may offer include certain physical or digital goods . This allows broadcasters to embed interactive, custom content and applications, which are provided by Overlays Guru and third-party developers, on their channel pages, through which physical items may be purchased by Users or digital items may be obtained via www.overlays.guru.

Overlays Guru does not guarantee that developers will continue to offer any particular physical or digital goods, or that broadcasters will keep particular Addons active on their channel pages, for any length of time. Developers may modify the digital goods made available in their Addons, and Overlays Guru may change its policies for what categories of items may be made available in connection with the Twitch Addons. Addon developers may deprecate or significantly change their Addons over time. Overlays Guru does not guarantee any level of availability for Addons, which may experience periods of unavailability from time to time. Overlays Guru may immediately suspend or take down Addons at our sole discretion. The foregoing events may occur without advance notice or liability and make the items you have obtained or purchased unavailable or less common, desirable, effective, or functional.

You acknowledge and agree that the price for goods sold through Overlays Guru Services to obtain digital goods through Overlays Guru may change at any time without notice, for any reason or for no reason.

Overlays Guru may subsequently make digital goods that you have obtained or purchased usable on the Overlays Guru Services only and prohibit use thereof on third-party services or websites.

Your use of any digital goods is subject to Overlays Guru's Terms of Service and any applicable end user license terms of the relevant Addon developer. You can find out more about the specific Addon(s) operating on a given channel, including end user license terms, by clicking on the attribution links or icons available on the channel page, for example, on the video player or at the bottom of an Addon's panel.

Except as required by applicable law, any unused digital goods you obtain or purchase will be forfeited to Overlays Guru upon termination of your Overlays Guru account. Overlays Guru reserves the right to deactivate a User from any Overlays Guru Services for any reason or no reason. Once a User has been deactivated, any such goods accumulated by that User will be forfeited and may not be reinstated.

If digital goods are discontinued by Overlays Guru, you may have an amount of time deemed reasonable by Overlays Guru in its sole discretion from the date the program termination is announced to use your remaining items. Any purchased or accumulated items remaining in your account at the time of termination will be forfeited and no compensation will be provided.

8. Refunds

a. Refund Policy

When you make a purchase on or receive a gift through the Overlays Guru Services, including in third-party Addons, you have immediate access to, and use of, the Ancillary Products and Services you have purchased. Accordingly, except as detailed in these Terms of Sale, to the extent permitted by applicable law, cancellations are not permitted after a purchase, and we do not offer any refunds or credits, including, without limitation, fees for Subscription Services. Overlays Guru reserves the right to modify this refund policy as set forth below at any time.

Unless otherwise specified in these Terms of Sale or required under the applicable law in your jurisdiction, games, in-game items, and other digital goods are not returnable after purchase, included those purchased in third-party Addons.

If you have problems with the download or installation or with use of items purchased, please contact Customer Support.

b. EU, EEA & UK Right of Withdrawal/Cancellation

For residents of the European Union or the European Economic Area, or of the United Kingdom, who are acting as a Consumer, you may have a right to withdraw from or cancel the agreement for purchase of Ancillary Products and Services under these Terms of Sale within a specific cooling-off period. When and how this right may apply is explained in our [EU, EEA & UK Consumer Right of Withdrawal Information](#).

9. Payment Methods and Terms

You understand that the Overlays Guru does not hold your available payment methods. Your Overlays Guru account does not hold funds but is a mechanism for tracking and accessing your payment methods, including tracking your Overlays Guru gifts and Affiliation balance.

We accept payment through major credit cards, certain debit cards, and/or such other payment methods we may make available to you from time-to-time through our site ("Payment Methods"). You are subject to all terms and conditions of the Payment Method you choose. By submitting an order through the Overlays Guru Services, you represent and warrant that you are authorised to use the designated Payment Method and authorise Overlays Guru, or its designated payment processor, to charge the Payment Method you specify for the purchase amount, including all taxes and fees. All payments are to be made in United States Dollars, except where other currencies are offered via the Payment Methods made available by Overlays Guru.

PLEASE NOTE: Our payment processing partners may request that you provide certain personal data (e.g., a valid government-issued ID, your legal name, address, and date of birth) for the purpose of making payment through its financial institutions and complying with applicable international, national, federal, state, and local laws and regulations. They may also communicate directly with you regarding any issues with a payment.

If a purchase has been declined online due to issues with your Payment Method, we may suspend or cancel your subscriptions and/or orders automatically. You are responsible for resolving any problem we encounter in order to proceed with your purchase.

Overlays Guru may impose an additional transaction fee based on transactions associated with the Overlays Guru Services, including a transaction fee applied to purchases from third parties. Such transaction fee will be disclosed to you prior to your consummation of the relevant transaction.

10. Regional Pricing

Overlays Guru may implement regional pricing programs in order to help all viewers support their favourite creators. Overlays Guru may determine your eligibility for regional pricing using information such as your IP address, payment method location, self-reported residence, and indicators of fraudulent activity (such as unusual transaction volume). You agree that you will not misrepresent your place of residence (for example, by using a VPN) to fraudulently qualify for these pricing programs.

11. Third-Party Terms

Your purchase and enjoyment of Ancillary Products and Services may be subject to additional third-party legal terms. For example, we may make available end user license agreements of third-party game developers and publishers with respect to the sale of digital games and in-game content on the Overlays Guru Services. You are bound by such third-party legal terms, and we encourage you to read them.

12. Delivery

With respect to Ancillary Products and Services you purchase in connection with the Overlays Guru Services, to the extent permitted by applicable law, you acknowledge and agree that upon making such Ancillary Products and Services available to you (or to their intended authorised recipients), Overlays Guru will have fully satisfied its obligation to deliver or otherwise provide such products, services, or content, regardless of any failure or inability to use such products, services, or content.

13. Service Descriptions, Availability, and Errors

Twitch and its suppliers and licensors continually upgrade and revise the Overlays Guru Services to provide you with new Ancillary Products and Services. To the extent permitted by applicable law, Overlays Guru may revise, discontinue, or modify Ancillary Products and Services at any time without prior notice to you. Overlays Guru shall have no liability of any kind if an Ancillary Product or Service that has been ordered is unavailable. If necessary, Overlays Guru reserves the right to cancel an order or substitute an Ancillary Product or Service of equal or greater value when a product, service, or content is unavailable.

We attempt to be as accurate as possible and eliminate errors on the Overlays Guru Services; however, we do not warrant that any Ancillary Products and Services or description, photograph, pricing, or other information of a product, service, or content is accurate, complete, reliable, current, or error-free. In the event of an error, whether on the Overlays Guru Services, in an order confirmation, in processing an order, delivering an Ancillary Product or Service, or otherwise, we reserve the right to correct such error and revise your order accordingly if necessary (including charging the correct price) or to cancel the order and refund any amount charged. In addition, we may, in lieu of a refund as provided in this paragraph, opt to provide you with a service credit, with a value equal to the amount charged to your payment method. Overlays Guru reserves the right to determine and modify from time to time the exact nature of any such service credit, including conversion into one or more different types of Ancillary Products and Services credits. Your sole remedy in the event of an error is to cancel your order and obtain a refund or credit as set forth above.

14. EU/EEA/UK/CH Warranty Rights

For residents of the European Union or the European Economic Area, the United Kingdom, or Switzerland who are acting as a Consumer, there are warranty rights under applicable law in case of any non-conformity of digital content and services. Such rights shall remain unaffected by these Terms of Sale. In such case, Overlays Guru offers no further implied or statutory warranties or conditions with regard to digital content and services, and explicitly disclaims all implied warranties and conditions to the maximum extent permitted by applicable law.

You acknowledge that we may change the content and character of active Subscription Services from time to time without causing its non-conformity, including when needed to comply with applicable law or regulation, or for justified commercial, security, or operational reasons, and including to make any improvements to your access to the Overlays Guru Services.

15. Taxes

You are responsible for any applicable national, state, or local sales or use taxes, value added taxes ("VAT") or similar taxes or fees payable in connection with your purchase of any products, services, or content for yourself or as a gift. As the purchaser of a subscription or digital good for another party as a gift, taxes, or other fees on that transaction will be calculated based on your country of residence. If you do not pay such sales or other tax or fee on a transaction, you will be responsible for such taxes or fees in the event that they are later determined to be payable on such sale, and Overlays Guru reserves the right to collect such taxes or other fees from you at any time.

16. Miscellaneous

Overlays Guru Ltd. is the seller of Ancillary Products and Services unless otherwise disclosed in connection with a particular Ancillary Product or Service.

The EU Commission provides a platform for online dispute resolution at <https://ec.europa.eu/consumers/odr>. Please note that Overlays Guru is not obliged to participate in such dispute resolution.