

Terms of Sale

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Certain products, services, and content may from time to time be made available to you (“you” or “User”) by Ollie Technologies, Inc. or their affiliates (referred to herein as “us”, “we”, or “Ollie”) in connection with the website available at <http://www.ollie.ooo>, Ollie’s network of websites and software applications, or other products or services offered by Ollie (the “Ollie Services”). By purchasing products, services, or content, including any purchases made as a gift to another user, through the Ollie 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 Ollie Services are also governed by Ollie’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 Dispute Resolution; Binding Arbitration, and Section 16 (Miscellaneous) also apply to your purchases of Ancillary Products and Services and your use of those purchases on the Ollie Services.

These Terms of Sale are subject to change without prior written notice, in Ollie’s sole discretion. If Ollie changes these Terms of Sale, and we provide notice, we may do so by sending an email, posting a notice on the Ollie Services, or updating the “Last Updated” date above. Please check

these Terms of Sale periodically for those changes. Any modified terms will apply to any purchase made after such changes are posted on the Ollie 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 Ollie 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.

1. Purchase Qualifications; Account Security

To make a purchase on the Ollie Services, you must be a registered Ollie 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. Ollie 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 Ollie Services only with the permission of a parent or guardian. Ollie reserves the right to refuse or cancel orders or terminate accounts at any time in its sole discretion.

2. Subscription Service Terms

Ollie may offer certain Ancillary Products and Services in connection with the Ollie 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 authorized to charge you for payment on a recurring basis prior to each renewal. You agree that your Subscription Service will renew continuously until you cancel it. Ollie 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 Ollie 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.

You are responsible for all charges incurred under your account. Ollie reserves the right to deactivate Subscription Services to your account if payment is past due, regardless of the dollar amount.

3. Subscription Service - 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 Ollie 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 Ollie has verified that the credit card or other payment information you provide Ollie for payment is accurate and that your payment method account is in good standing.

You further agree that Ollie may charge any other applicable fees for the Ollie 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 Ollie if your selected payment method is cancelled (e.g., for loss or theft).

Ollie reserves the right to suspend or terminate your access to any Subscription Service that is a part of the Ollie Services without notice upon rejection of any charges or if your payment method (or its agent or affiliate) seeks return of payments previously made to Ollie when Ollie believes you are liable for the charges.

4. Cancellation of Subscription Services

You may cancel your Subscription Service at any time by selecting the "Cancel" option under your subscription settings in the relevant Ollie Services. Ollie may cancel your Subscription Service by giving you notice by email or through the Ollie 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. You will not receive a refund for the payment period in which you submit your cancellation.

5. Refund Policy

When you make a purchase on or receive a gift through the Ollie Services, 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. Ollie 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 Extensions.

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

6. Payment Method and Terms

You understand that the Ollie Wallet lists your available payment methods, including any Ollie gift cards that you have redeemed. Your Ollie Wallet does not hold funds but is a mechanism for tracking and accessing your payment methods, including tracking your Ollie gift card 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 Ollie Services, you represent and warrant that you are authorized to use the designated Payment Method and authorize Ollie, 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 Ollie.

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 order automatically. You are responsible for resolving any problem we encounter in order to proceed with your purchase. If the transaction is not accepted online, please contact customer support via info@ollie.ooo or the email address made available to you in connection with the purchase.

7. Delivery

With respect to Ancillary Products and Services you purchase in connection with the Ollie Services, you acknowledge and agree that upon making such Ancillary Products and Services available to you (or to their intended authorized recipients), Ollie 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.

8. Service Descriptions and Availability, Errors

Ollie and its suppliers and licensors continually upgrade and revise the Ollie Services to provide you with new Ancillary Products and Services. Ollie may revise, discontinue, or modify Ancillary Products and Services at any time without prior notice to you, and Ancillary Products and Services may become unavailable without notice. Ollie shall have no liability of any kind if an Ancillary Product or Service that has been ordered is unavailable. If necessary, Ollie 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. For example, for pre-paid purchases of multi-month channel subscriptions, in the event a channel stops being available, Ollie is unable to offer you a refund but, upon request, will upgrade you to an alternative subscription of equal or greater value for the number of months remaining on your original subscription.

We attempt to be as accurate as possible and eliminate errors on the Ollie 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 Ollie 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. Ollie 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.

9. 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 Ollie reserves the right to collect such taxes or other fees from you at any time.

10. Miscellaneous

Ollie Technologies, Inc. is the seller of record of Ancillary Products and Services unless otherwise disclosed in connection with a particular Ancillary Product or Service.

These Terms of Sale and the Terms of Service constitute the entire agreement between you and Ollie regarding your purchases of Ancillary Products and Services and your use of those purchases on the Ollie Services, superseding any prior agreements between you and Ollie relating to such purchases. In the event of a conflict between these Terms of Sale and the Terms of Service, the Terms of Sale shall be controlling.

11. Questions

For more information, please contact info@ollie.ooo, or write to

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