Crypto.com Rips (Global) Terms and Conditions

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PLEASE MAKE SURE YOU FULLY READ AND UNDERSTAND THESE TERMS AND KEEP THEM FOR FUTURE REFERENCE. THESE TERMS INCLUDE A WAIVER OF YOUR RIGHT TO PARTICIPATE IN CLASS OR REPRESENTATIVE ACTIONS AND AN AGREEMENT TO RESOLVE DISPUTES BY ARBITRATION ON AN INDIVIDUAL BASIS. PLEASE REFER TO SECTION 14 FOR ADDITIONAL DETAILS.

1. Introduction

These Terms and Conditions ("**Terms**") apply to your use of Crypto.com Rips ("**Rips**", as defined below) which are made available through the Crypto.com mobile application (the "**App**") and the Crypto.com web-based software application (the "**Site**," collectively with the App, the "**Platform**"), each as provided by the Crypto.com entity that provides the Platform to you in your jurisdiction (the "**App Provider**"). Your access to and use of the Platform is subject to the Crypto.com App and Web terms and conditions applicable in your jurisdiction between you and the App Provider (the "**Platform Terms**"), which you must separately accept in order to access the Platform. In the event of any conflict between these Terms and the Platform Terms, the Platform Terms shall control with respect to your use of the Platform generally, and these Terms shall control with respect to Rips specifically.

The Services (as defined in Section 2 below) expressly exclude certain products and services (the "**Third-Party Services**") provided by third-party service providers (the "**Third-Party Service Providers**"). **WE DO NOT PROVIDE ANY OF THE UNDERLYING THIRD-PARTY SERVICES.** Third-Party Services are subject to their own terms, and we are not responsible for them. You must apply for and be approved to access the Third-Party Services by the Third-Party Service Providers, at their sole discretion. Your creation of an account to use our Services does not guarantee access to the Third-Party Services.

These Terms form an agreement between you and Foris, Inc. (the "**Company**," together with its affiliates, "**Foris**," "**we**," or "**our**," as the context dictates), which is the provider of the Services, and they include important provisions for resolving disputes through arbitration. You and we are collectively the "**Parties**" and each a "**Party**".

Our Privacy Policy explains how we collect and use personal information and can be found at: https://crypto.com/privacy/global.

By accessing or using any of our Services, you agree to be bound by these Terms, the Platform Terms and our Privacy Policy, and you confirm that you have fully read and understood them, including the risks described in them, before using any Services. If you do not agree to any of them, you must not access or use the Services. These Terms supersede and replace all prior terms and conditions, agreements, understandings and communications, whether written or oral, relating to your use of the Services. We may amend, supplement, replace or remove any part of these Terms from time to time without further notice subject to applicable laws. You are responsible for regularly reviewing these Terms. The version in effect when you access or use the Services governs that access and use, including every order, transaction, position and instruction you place, enter into or keep open after the change takes effect, and replaces all earlier versions. By continuing to access or use the Services after a change takes effect, you accept the change. If you do not agree to any change, you must stop accessing and using the Services immediately.

Withdrawal of proceeds from accepted Buyback Offers (as defined below) is facilitated through a fiat currency account made available within the App by the Crypto.com entity that provides such account to you in your jurisdiction, which may be different from the App Provider (such account, a "**Cash Account**", and such entity, the "**Cash Account Provider**"), subject to the terms and conditions set forth in Section 5 below and any terms and conditions specified by the Cash Account Provider. **You acknowledge and agree that if you do not hold a Cash Account, the proceeds of any accepted Buyback Offer cannot be transferred to you.**

2. Overview

In certain jurisdictions, you may purchase physical trading cards owned by third-party(ies). To purchase these physical trading cards, (i) the Company must receive the purchase price from you and (ii) you must digitally open a digital representation of a physical trading card (referred to as a "**Rip**") via the Platform or take no action within forty-eight (48) hours or the duration otherwise specified in the App. The Rip itself is not a digital good. You may sell the physical trading card back to the vendor, which is Phygitals, Inc. (together with its subsidiaries and affiliates, "**Phygitals**") or Collector Crypt Corp. (together with its subsidiaries and affiliates, "**Collector Crypt**") at the price offered by Phygitals or Collector Crypt (each a "**Vendor**" and collectively "**Vendors**"), as applicable. The price offered by the Vendor will be displayed on the Platform and you may accept or reject the offer via the Platform. The Buyback Offer and associated Buyback Value (each as defined below) are determined by the Vendor in its sole discretion. It is not an offer made by the Company. The Company's facilitation of Rips and related services as described in these Terms are collectively referred to as the "**Services**."

Rips are offered by the Company as part of the Services and the physical trading cards are offered by the Vendors. Each Vendor is the merchant of the physical trading cards. Each Vendor maintains storage of the physical trading cards, and is responsible for authentication, grading verification, Buyback Offers (as defined below) and shipping of the physical trading cards should you choose to have a physical trading card you purchase shipped to your designated address.

You acknowledge that each Vendor is independent from the Company and that by using the Services, you must accept and abide by these Terms and accept and abide by each Vendor's terms of service with respect to the physical trading card supplied by that Vendor. Phygitals' Terms of Service are available at Phygitals Terms of Service. Collector Crypt's Terms are available at Collector Crypt Terms of Service. You must accept each of these terms of service as a condition of using the Services to purchase a physical trading card from the Vendors or selling a physical trading card back to the applicable Vendor. In the event of any conflict between the Vendors' respective Terms of Service and these Terms, these Terms shall control.

RIPS ARE NOT FINANCIAL INSTRUMENTS OF ANY KIND, INCLUDING PAYMENT INSTRUMENTS, PREPAID ACCESS, AND STORED VALUE, DERIVATIVES, NOR SECURITIES. RIPS AND THE PHYSICAL TRADING CARDS ARE NOT SUBJECT TO REGULATION BY FEDERAL OR STATE SECURITIES OR FINANCIAL SERVICES REGULATORS.

YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE TO USE CDC RIPS, OR SUCH HIGHER MINIMUM AGE AS MAY BE REQUIRED IN YOUR JURISDICTION OF RESIDENCE.

3. Availability; Taxes

The Company may, in its sole discretion, elect to make Rips available only in certain jurisdictions, and may expand, restrict, suspend, terminate, or discontinue such availability in any jurisdiction and to any

individual at any time without notice. Purchases of physical trading cards via Rips may be subject to applicable sales, value added, goods and services or similar taxes. The Company may collect and remit sales tax, value added tax, use taxes, and any other taxes where required by applicable law; however, you are solely responsible for determining and fulfilling any tax obligations arising from your use of Rips and the purchase, shipment, and/or sale of physical trading cards through the Services. All purchases and acceptances of Buyback Offers (as defined in Section 5) shall be deemed for all purposes to occur at the location of the storage facility where the applicable physical trading card is held by the applicable Vendor or its service provider.

4. Purchase; Randomized Contents; No Guarantee of Value

Each Rip represents the opportunity to receive a randomly selected physical trading card corresponding to a physical card owned and held in custody by the Vendors, determined by a random number generator ("**RNG**") algorithm deployed by the Vendors at the time of opening. The odds of obtaining any particular physical trading card are disclosed through the applicable Vendor's provable fairness system, which allows you to independently verify that each card selection was randomly determined according to the stated odds.

You acknowledge and agree that:

(a) Rips contents are randomized — the specific physical trading cards you receive are not predetermined or guaranteed and are subject to the Vendors' provable fairness system;

(b) the value of the physical trading cards received may be more or less than the purchase price paid via the Services;

(c) past results, including the physical trading cards received by other users, do not guarantee or predict future results;

(d) purchasing a physical trading card through Rips involves an inherent element of chance regarding the specific items received; and

(e) title to purchased physical trading card transfers from the applicable Vendor to you at such Vendor's warehouse location unless you designate a specific, legitimate shipping address at the point of sale.

Odds Disclosure. Information about the odds, rarity tiers, and drop rate ranges for a physical trading card represented by a Rip is available through the applicable Vendor's provable fairness documentation. Odds may vary by Rips type and are determined at the time of purchase. Any changes to odds or composition of physical trading cards available will be disclosed prior to becoming effective.

Neither the Company nor the Vendor guarantees any particular outcome in connection with the odds, contents, and redemption rights associated with each Rip. You acknowledge that odds, contents, and redemption rights are not determined, guaranteed, or provided by the Company.

DISCLAIMER OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE RANDOMIZED SELECTION OF PHYSICAL TRADING CARDS VIA RIPS, INCLUDING BUT NOT LIMITED TO LIABILITY FOR ANY LOSS OF VALUE, DAMAGE TO, OR LOSS OF DIGITAL OR PHYSICAL GOODS ASSOCIATED WITH RIPS. THIS DISCLAIMER SUPPLEMENTS AND DOES NOT LIMIT THE DISCLAIMERS SET FORTH IN THESE TERMS.

The physical trading cards themselves are produced by third-parties and may contain protected trademarks, copyrights, and other intellectual property. The producers of the physical trading cards are not parties to your purchase or a Buyback Offer (as defined in Section 5). Participation in the Services does not confer any rights or license to use those third-parties' protected intellectual property, trademarks, copyrights, or brands.

From time to time and in its sole discretion, the Company may purchase physical trading cards from the Vendors or other third parties and transfer one or more cards to you for free ("**Promotional Rips**"). Eligibility and conditions to receive physical trading cards for free, the nature and quality of the card, and the number of cards made available to any individual or in aggregate, among other factors, are in the Company's sole discretion. You are not entitled to nor have any rights to receive a free physical trading card. Past offers are not binding on future offers and do not represent any promise, guarantee, or indication that the Company will give away physical trading cards in the future or upon the same terms as prior giveaways. The Company makes no representations about the value or quality of the physical trading cards given to you for free nor the ability to re-sell such cards. Storage and re-sells are subject to Section 5 and shipping is subject to Section 6. By digitally opening the Promotional Rip in the App and completing any conditions otherwise specified by the Company, title of the physical trading card passes to you. If you do not digitally open the Promotional Rips within the time specified in the App, the Company reserves the right to rescind the Promotional Rip. Accepted Promotional Rips are subject to the Buyback Offer as defined in Section 5; however, you will be deemed to accept the Buyback Offer if you do not ship the physical trading card within twelve (12) hours or the time period otherwise specified in the App. All such cards are subject to these Terms, including Sections 3-7.

5. Storage; Buyback Offer

Storage. Once you open a Rip, the physical trading card you receive will be shown on the Platform. Upon the Company receiving the payment and you opening the Rip, title to the physical trading card passes to you. If your payment is received but you do not open the Rip for seventy-two (72) hours or as otherwise specified in the App, you will be deemed to have tacitly opened the Rip and the Company will open the Rip and credit it to your account. After the purchase, the physical trading cards are held in custody by the applicable Vendor on your behalf. You may store a physical trading card for a maximum of forty-eight (48) hours or as otherwise specified in the App after the date of purchase, twelve (12) hours after opening in the case of a Promotional Rip or as otherwise specified in the App (each, the applicable "**Storage Period**"). During the applicable Storage Period, you may elect via the Platform to (i) request shipment of the card or (ii) accept a Buyback Offer (as described below). If you do not request shipment or accept a Buyback Offer within the applicable Storage Period, you will be deemed to have voluntarily accepted the then-available Buyback Offer for the physical trading card.

Buyback Offer. After you open a Rip, you may be presented a time-limited offer from the Vendor to repurchase the physical trading card at the applicable buyback rate displayed at the time of the offer (a "**Buyback Offer**") via the Platform. Buyback Offers vary based on the value of the physical trading card and are determined by the Vendor based on its own pricing methodology. Buyback Offers expire automatically after the applicable offer window closes, as displayed at the time of the offer; expired Buyback Offers cannot be reinstated. Acceptance of a Buyback Offer, whether express or deemed pursuant to the expiration of the applicable Storage Period, is voluntary and constitutes a separate transaction. It is not a refund or reversal of your purchase. By accepting a Buyback Offer (whether expressly or by deemed acceptance pursuant to the expiration of the applicable Storage Period), you are selling the applicable physical trading card to the Vendor, and all right, title, and interest in such physical trading card shall transfer from you to the Vendor upon payment by the Company, on the Vendors' behalf, of the applicable Buyback Value. For the avoidance of doubt, the Company facilitates and funds Buyback

payments as authorized by the Vendor but does not itself operate, administer, or sponsor any buy-back, return, or repurchase program; all Buyback Offers are made solely by the Vendor. You acknowledge and understand that: (a) the Buyback Offer is a feature offered at the Vendors' discretion and may be suspended, modified, or discontinued at any time without notice; (b) the price offered pursuant to a Buyback Offer (the "**Buyback Value**") is determined by the Vendor based on its own pricing methodology and may differ materially from the fair market value of the physical trading card, any third-party appraisal or grading-service valuation, or any price at which the same or a comparable physical trading card may be available for purchase or sale on secondary markets or other platforms; (c) there is no guarantee that any physical trading card will have a Buyback Offer or that the Buyback Value will equal or exceed the purchase price paid via the Services; (d) neither the Company nor the Vendors make any representation that the Buyback Value reflects the actual, intrinsic or realizable value of any card; and (e) the existence of a Buyback Offer should not be relied upon as an assurance of value of a physical trading card or return on any Rip purchase. You expressly waive any claim against the Company and the Vendor arising from a difference between the Buyback Value and any other valuation of the physical trading card.

If you accept a Buyback Offer, the proceeds of the sale will be credited to you. To withdraw the proceeds, you must open a Cash Account provided by the Cash Account Provider. You expressly agree that the proceeds of a Buyback Offer will be available for withdrawal exclusively via the Cash Account. The opening of such an account is solely at the discretion of the Cash Account Provider and is subject to the Cash Account Provider's know-your-customer and identity verification requirements. If you do not open a Cash Account, or if you are denied such an account, you are not entitled to a refund. Neither the Company nor the Cash Account Provider shall have any liability to you arising from your inability or failure to open a Cash Account. You acknowledge that the opening of a Cash Account constitutes a separate contractual relationship between you and the Cash Account Provider, and the Company is not a party to that relationship.

6. Shipping

You may request via the Platform that a physical trading card in your account be shipped to you, subject to identity verification and any other requirements described in these Terms or communicated by the Company. Shipping is available to eligible addresses subject to each Vendor's Terms of Service. In order to ship a physical trading card to you, you must provide to the Vendor, via the Services, the specific shipping address. The address must be a valid address and all necessary elements of a complete address must be provided. If you do not provide a specific shipping address, the physical trading card shall remain in the third-party custody facility designated by the Vendor or its service provider, and the transaction shall be deemed for all purposes to have occurred at the location of such facility.

To ship a physical trading card, your access to the Services must not be restricted or terminated. Once a physical trading card has been handed to the carrier for shipment, neither the Company nor the Vendors shall have any liability for any loss, damage, or delay occurring during transit, including any loss or damage caused by the carrier, customs, or any other third party. Risk of loss passes to you upon delivery of the card to the carrier.

7. Returns and Refunds

All purchases via the Services are final. Once the Company receives the payment proceeds and you open a Rip, the transaction cannot be reversed, and dissatisfaction with the randomized outcome is not grounds for a refund. The Company may, in its sole discretion, issue a refund or credit in the event of: (a) a verified technical malfunction during the purchase or opening process that prevented the proper delivery of randomized contents; (b) unauthorized transactions reported within thirty (30) days in accordance with

the Company's fraud reporting procedures; or (c) other circumstances that the Company determines, in its sole discretion, warrant an exception. Refund requests must be submitted within thirty (30) days of the transaction date.

8. Disclaimers; Limitations of Liability

Without limiting the disclaimers and limitations set forth in these Terms, you acknowledge and agree that:

(A) THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE VALUE, AUTHENTICITY, QUALITY, CONDITION, RARITY, OR MARKETABILITY OF ANY CARD OBTAINED THROUGH A RIP. ALL CARDS ARE PROVIDED "AS IS" AND "AS AVAILABLE." (B) IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO RIPS EXCEED THE TOTAL AMOUNT YOU PAID VIA THE SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. (C) THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO RIPS, INCLUDING LOST PROFITS, LOSS OF DATA, DIMINUTION IN VALUE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. (D) THE COMPANY SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS OF THE VENDOR, THE APP PROVIDER OR THE CASH ACCOUNT PROVIDER IN CONNECTION WITH THEIR RESPECTIVE SERVICES, INCLUDING ANY LOSS, DAMAGE, OR DELAY IN CONNECTION WITH CARD STORAGE, AUTHENTICATION, SHIPPING, OR THE PROCESSING OF BUYBACK PROCEEDS, EXCEPT TO THE EXTENT CAUSED BY THE COMPANY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9. Risk Disclosure

The following risk disclosures apply to your purchase, holding, and redemption of physical trading cards via Rips. This is not an exhaustive list of risks; there may be other risks associated with Rips that are not described below.

(a) **Volatility**. The value of physical trading cards is determined by market demand and supply. Accordingly, these commodities may experience price volatility (the value of a card can be extremely volatile and may drop to zero); liquidity risks (there is no guarantee that there will be an active market for any card at a given time, and you may not be able to sell your card when you want to or at a price you consider fair); regulatory uncertainty (changes in laws or regulations may adversely affect the value or utility of your card); and loss of access (you are responsible for the security of your account and any associated credentials, and loss of access may result in loss of access to your card or its value).

(b) **Platform and Technical Risks**. Rips depend on technology operated by the Company, the App Provider, the Cash Account Provider and the Vendor, each of which involves technical risks, including: software bugs (the platforms and systems used to operate Rips may contain defects or errors that could compromise security or functionality); network risk (to the extent any blockchain network is used in connection with Rips, the Company is not responsible for the operation of that network); vendor dependency (Rips rely on the App Provider, the Cash Account Provider and other service providers); and counterparty risk (your counterparty is the Vendor who is also responsible for custody, authentication, and fulfillment, so failures or interruptions in these services may affect your ability to use Rips).

(c) **Risks of Randomized Goods**. Purchasing a physical trading card via Rips involves a randomized goods mechanic. The value of the card you receive is not guaranteed and may be less than the purchase price. The distribution of cards is based on disclosed probabilities; receiving a high-value card is rare. You should review the disclosed odds before purchasing. Rip purchases should be for entertainment and collection purposes only, not as an investment strategy. Rips are not a security, derivative, or any type of financial instrument. The Company does not offer or solicit investments in any form through Rips.

(d) **Vault and Physical Asset Risks**. Physical cards are held in custody by the Vendor in professional vaults on your behalf, but risks remain, including: damage or loss (there is a risk of damage, loss, or theft of physical items); no government insurance (Rips and the physical cards are not insured by any governmental agency); limits of private insurance (the Vendors and their vault partners maintain insurance, but such insurance may not cover the entirety or any of the value of lost, damaged, or stolen cards); authentication errors (grading and authentication are performed by third-party grading services such as PSA, BGS, SGC, and CGC, and the Company does not guarantee the accuracy of their assessments); shipping risks (redeeming physical cards involves shipping risks, and neither the Company nor the Vendor shall have any liability for loss, damage, or delay after a card has been handed to the carrier); and value/oracle risk (card value data is provided "as is" from third-party sources, and inaccurate, delayed, or manipulated card value data could affect the value credited to you).

(e) **Withdrawal and Account Risks.** Withdrawal of Buyback Offer proceeds requires a Cash Account provided by the Cash Account Provider, which is subject to the Cash Account Provider's know-your-customer requirements and approval at the Cash Account Provider's sole discretion. There is no guarantee that you will be approved for a Cash Account. If you are unable to open a Cash Account, your ability to withdraw Buyback Offer proceeds may be limited or unavailable, and you will not be entitled to a refund of the underlying Rip purchase price. You should not purchase a Rip with the expectation of being able to withdraw Buyback Offer proceeds unless you have already been approved for, or are confident you can obtain, a Cash Account.

If you have questions about the risks described in this Section 9, contact the Company via live Crypto.com in-app chat or at https://chat.crypto.com/.

10. User Eligibility and Representations

(a) **Eligibility**. The Services are available to you only if you meet all of the following eligibility criteria (the "**Eligibility Criteria**"):

(i) You are at least eighteen (18) years of age or such higher age of majority or minimum age as is required in your jurisdiction of residence.

(ii) You are not a resident of or located in, and do not attempt to access the Services from, a "Prohibited Jurisdiction". The Prohibited Jurisdictions may be updated from time to time at our sole discretion and currently include without limitation: (i) Cuba, (ii) Iran, (iii) North Korea, (iv) Russia, (v) Syria, (vi) the regions of Crimea, Donetsk, and Luhansk in Ukraine, and (vii) any jurisdiction subject to United States government sanctions and embargo programs as maintained and updated from time to time by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, the United Kingdom, or the United Nations Security Council.

(iii) You are not listed on any sanctioned, denied persons, or blocked persons list, including OFAC's Specially Designated Nationals and Blocked Persons List ("SDN List"), the U.S. Commerce Department's Denied Persons List or HM Treasury's Consolidated List of Financial Sanctions Targets.

(iv) You are not owned or controlled by, or acting on behalf of, any person or entity described in clauses (ii) or (iii).
(v) You register for an account in accordance with the registration instructions and requirements, and your registration is approved.
(vi) You are not in breach of any part of these Terms.

If you do not meet each and all of the Eligibility Criteria, then immediately discontinue using our Services. Each time you access and use the Services, you are affirming that you meet and continue to meet all of the Eligibility Criteria.

(b) **User Representations**. By using the Services, you represent and warrant that:

(i) all registration information you submit to us and the Third-Party Service Providers are true, accurate, current, and complete;
(ii) you will maintain the accuracy of such information and promptly update such registration information as necessary;
(iii) you have the legal capacity to agree to these Terms and you agree to comply with these Terms;
(iv) you meet all the Eligibility Criteria;
(v) you will not access the Services or any of the underlying Third-Party Services through automated or non-human means, whether through a bot, script, or otherwise;
(vi) you will not use the Services or any of the underlying Third-Party Services for any illegal, fraudulent, or unauthorized purpose or otherwise engage in any Prohibited Activities (as defined below); and
(vii) your use of the Services and the underlying Third-Party Services will not violate any applicable laws.

You are solely responsible for determining whether your access to and use of the Services, including any Third-Party Services, complies with all laws and regulations applicable in your jurisdiction. This includes understanding and complying with any applicable laws regarding digital assets, collectibles, financial services, consumer protection, and tax obligations.

11. Prohibited Activities

You may not access or use the Services for any purpose other than that for which we make the Services available. You may not access or use the underlying Third-Party Services in any manner that violates their terms of use, as determined by the Third-Party Service Providers in their sole discretion. Specifically, you agree not to (and shall not authorize, allow, permit, assist, or aid any other party to):

(a) perform illegal, unlawful or immoral activities under, or otherwise violate, any applicable law (including but not limited to money laundering, terrorism financing, and/or fraudulent activities);
(b) deposit with any Third-Party Service Provider any funds or assets that are, directly or indirectly, derived from or form part of the proceeds of any criminal, fraudulent, or unlawful activity;
(c) interfere with or disrupt the Services or Third-Party Services, including circumventing or disabling any applicable usage limits, safeguards, or security measures;
(d) systematically retrieve data or other content from the Services or Third-Party Services to create or compile, directly or indirectly, a collection, compilation, database, or directory for any purpose;
(e) trick, defraud, or mislead us or others, including in any attempt to learn sensitive account information such as user account credentials;
(f) disparage, tarnish, or otherwise harm, in our opinion, us, the Services, the Third-Party Services, and/or the Third-Party Service Providers;

(g) make improper use of our support services or submit false reports;
(h) violate or breach obligations to third parties;
(i) engage in unauthorized framing of or linking to the Services or Third-Party Services;
(j) upload, transmit, or distribute (or attempt to do so) any virus, Trojan horse, malware, or other material that interferes with any party's uninterrupted use and enjoyment of the Services or Third-Party Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services or Third-Party Services;
(k) engage in any automated use of the Services or Third-Party Services, such as using scripts, bots, data mining tools, or similar data gathering and extraction tools;
(l) delete any disclaimer or copyright or other proprietary rights notice posted anywhere within the Services or Third-Party Services;
(m) interfere with, disrupt, or create an undue burden on the Services or Third-Party Services or their underlying or supporting network, system, security, and/or other infrastructure;
(n) harass, annoy, intimidate, bully, or threaten any of our or any of the Third-Party Service Providers' employees or agents;
(o) copy or adapt the Services' or Third-Party Services' software, including but not limited to their code;
(p) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services or Third-Party Services;
(q) any other activity that we may deem to be prohibited in our sole discretion;
(r) create, control, or coordinate more than one Rips account or set of credentials, or coordinate across Rips and the Vendor's accounts or credentials, to obtain Rips, promotional credits, or odds outside the terms on which they are offered;
(s) use a virtual private network ("**VPN**") or similar tool to misrepresent your location in order to purchase a physical trading card via Rips or ship a physical trading card;
(t) exploit any known error, bug, or data-synchronization issue to obtain a Rip, physical trading card, or credit to which you would not otherwise be entitled;
(u) represent, advertise, or promote any Rips, or any physical trading card obtained via Rips, as an investment product, security, derivative, or financial instrument, or represent that any Rip or physical trading card has a guaranteed financial return;
(v) create, operate, or facilitate any secondary marketplace for the resale or trading of the physical trading cards obtained via Rips outside of the Platform, without the Company's prior written consent;
(w) engage in wash trading, spoofing, self-dealing, market manipulation, or any other deceptive, abusive, or manipulative practice in connection with Rips; or
(x) purchase Rips on behalf of, or provide access to Rips to, any individual under the age of eighteen (18) (or such higher minimum age as may be required in your jurisdiction of residence).

If the Company determines, in its reasonable discretion, that you have engaged in any of the foregoing, the Company may suspend, restrict, or terminate your access to Rips and to the Services, in addition to any other remedies available under the Terms or at law.

12. Privacy and Personal Data

(a) **Privacy Notice**. These Terms incorporate by reference, as though they were fully restated herein, the provisions of the following terms and policies: (i) our privacy notices, accessible at https://crypto.com/privacy/global (collectively the "**Privacy Notice**"), as they may be amended from time to time, and (ii) our cookies policy accessible at the Cookie Preference banner on the Platform, as it may be amended from time to time. By using the Platform and/or Services, you confirm that you have read and understood the Privacy Notice and understand how we may collect, use, disclose and share amongst ourselves your personal data and disclose such personal

data to our authorized service providers and relevant third parties. You agree that your license to access the Platform and Services is subject to your continuing agreement to the Privacy Notice.

(b) **Additional Acknowledgements**. Without limiting anything in the Privacy Notice or in these Terms, you represent, warrant, acknowledge, and agree that:

(i) we may process personal data relating to you and personal data relating to third parties when you provide personal data to us that relates to such individuals;

(ii) before disclosing any personal data to us, you have read and understood these Terms, and before disclosing the personal data of third parties, you have provided these Terms to the third parties and obtained their consent hereto;

(iii) any personal data that you disclose in connection with the Platform and Services or other services was or will be disclosed in accordance with all applicable privacy and data protection laws, and that all such data are current, accurate and relevant;

(iv) where you access or use third-party services, you have read, understood and agreed to the privacy notices and other terms applicable to those services, and the processing of any personal data in connection therewith, both by us and the applicable third party; and

(v) you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to us and/or our service providers for the duration of your business relationship with us, solely to help us and/or our service providers identify you or your wireless device and to prevent fraud (see the Privacy Notice for how we treat your data).

(c) Without limiting the foregoing, you acknowledge that the Company may share personal information you provide in connection with your purchase and use of Rips, including, without limitation, your name, shipping address, and transaction history, with the Vendor, the App Provider and the Cash Account Provider to the extent necessary for each to perform its respective obligations in connection with these Terms, including card storage, authentication, shipping, and the processing of Buyback Offer proceeds. Each of the App Provider's, the Cash Account Provider's and the Vendor's collection and use of your personal information is governed by their respective privacy policies available at Phygitals Terms of Service, Collector Crypt Terms of Service and the privacy notices referred to in the Platform Terms and the terms and conditions of the Cash Account Provider.

13. Indemnification

You agree to indemnify and hold the Company and the Third-Party Service Providers, each of their respective Affiliates, and each of the foregoing parties' respective shareholders, members, managers, officers, directors, agents, joint venture entities, employees, and representatives, harmless from any first-party or third-party claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any governmental or regulatory authority) arising out of or related to (a) your breach of any of these Terms; (b) your breach of any of the terms of our Third-Party Service Providers; (c) your violation of any Applicable Laws or regulations of any jurisdiction, or the rights of any third party; and (d) any inaccuracy or omission in any of your representations, warranties, and certifications at any time.

14. Dispute Resolution; Binding Arbitration; Class Waiver.

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with the Company and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under these Terms. In addition, arbitration precludes you from suing in court or having a jury trial.

(a) **No Representative Actions; Class Waiver**. You and the Company agree that any dispute, including but not limited to disputes arising out of or related to these Terms or our Services is personal to you and the Company and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

(b) **Arbitration of Disputes**. Except for small claims disputes in which you or the Company seeks to bring an individual action in small claims court located in the county of your residence, as determined by the records maintained by the Company for your account, or disputes in which you or the Company seek injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and the Company waive your rights to a jury trial and to have any dispute resolved in court. This agreement to arbitrate disputes includes, but is not limited to, any and all claims for relief and theories of liability between you and the Company, whether based in contract, tort, fraud, negligence, regulation, or ordinance; claims for relief under any state or federal statutes, including, but not limited to, the federal and any state analogs of the Telephone Consumer Protection Act, the Fair Credit Reporting Act, Fair and Accurate Credit Transactions Act, and other statutes, including state and federal statutes relating to the collection of personal and/or biometric data; claims for common law fraud, misrepresentation, or any other legal or equitable theory arising out of your relationship with the Company, and/or any interactions between you and the Company. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

(c) **Notice Requirement**. For any dispute or claim that you have against the Company or relating in any way to the Services, you may either proceed directly to arbitration, or you may first contact the Company and attempt to resolve the claim informally by sending a written notice of your claim ("**Notice**") to Foris, Inc. by email at contact@crypto.com or by certified mail addressed to 110 N College Ave., Suite 500, Tyler, Texas 75702. If you elect to pursue pre-arbitration resolution through the Notice option, the Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. The Company shall also have the option, but not the requirement, to pursue informal pre-arbitration resolution with you through the Notice process set forth herein. Our notice to you, as and if applicable, will be similar in form to that described above. If you and the Company cannot reach an agreement to resolve the claim through the Notice process, or if you or the Company decide to immediately proceed to arbitration without pursuing pre-arbitration resolution through the Notice process, then either party may submit the dispute to binding arbitration administered by JAMS, or, under the limited circumstances set forth above, in court. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator, unless they qualify for different treatment pursuant to Section 14.5 below. Arbitration proceedings will either be held in Miami-Dade County, Florida, or may be conducted telephonically or via video conference, if you agree. For disputes alleging damages less than $30,000, the dispute will be decided on the basis of the parties' written submissions and no final hearing or in person proceedings will be required absent the consent of both parties. With respect to the disputes of $30,000 or more, JAMS shall designate an arbitrator who maintains his or her primary residence in the State of Florida. The most recent version of the JAMS Comprehensive Arbitration Rules & Procedures (the "JAMS Rules") are available on the JAMS website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

(d) **Mass Arbitration**. To the extent that multiple arbitrations are filed against the Company and qualify as "Mass Arbitrations" pursuant to the JAMS Mass Arbitration Procedures and Guidelines, then such rules shall apply to the arbitration proceeding(s).

(e) **Statute of Limitations**. You and the Company agree that any claim or cause of action arising out of or related to the Services or these Terms must be filed within one (1) year after the action, omission, event or occurrence giving rise to the claim, regardless of the form of action. Any claim or cause of action not filed within such one-year period shall be permanently barred. This limitation applies to the fullest extent permitted by applicable law and shall survive termination of these Terms.

(f) **Loss Recovery**. For purposes of any loss recovery act, statute or claim, including any claim created by state or federal statute for the recovery of putative gambling losses by you, your successors or third parties, you agree that: (a) any losses incurred by you in connection with the Services regardless of their characterization, are not "gambling losses" and do not give rise to any right of recovery under any applicable loss recovery statute or common law doctrine; (b) you expressly waive any and all rights to pursue a claim under any such loss recovery theory, including statutory claims for the recovery of gambling losses, to the maximum extent permitted by applicable law; and (c) this waiver and release is a material term of these Terms, and the Company would not make the Services available to you without it.

(g) **Applicability of the Federal Arbitration Act and Delegation Provision**. You and the Company agree that these Terms affect interstate commerce and that the enforceability of this Section 14 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "**FAA**"), to the maximum extent permitted by applicable law. You and the Company clearly and unmistakably agree that the arbitrator shall have the power to rule on his or her own jurisdiction, the existence, scope, validity, and arbitrability of these Terms, and which rules to apply in the arbitration pursuant to the provisions in this Section 14. This delegation provision shall be deemed a contract entered into under the laws of the State of Florida and will be governed by the laws of the State of Florida together with the Federal Arbitration Act.

(h) **Confidentiality**. The arbitrator, the Company, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

(i) **Attorneys' Fees and Costs**. The parties shall bear their own attorneys' fees in arbitration unless the arbitrator finds that either the substance of the dispute or the relief sought in the request was frivolous or was brought for an improper purpose (as measured by the standards set forth by Florida law). If you or the Company need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable attorneys' fees incurred in securing an order compelling arbitration.

(j) **Fees; Appellate and Enforcement Jurisdiction**. You and the Company agree that for any individual arbitration you initiate, you will pay the filing fee and the Company will pay the

remaining JAMS fees and costs, unless otherwise stated. For any Mass Arbitration (see Section 14.5), the parties' respective responsibilities for JAMS fees and costs shall be determined pursuant to the JAMS Mass Arbitration Procedures and Guidelines. You and we agree to work together in good faith to ensure that arbitration remains efficient and cost-effective for all parties. The arbitrator shall have the authority to award sanctions against parties and their counsel consistent with the standard set forth in Federal Rule of Civil Procedure 11, or as otherwise may be permitted under JAMS Rule 29. You and we agree that, if the amount in controversy exceeds $250,000, any party may elect to appeal an arbitration award pursuant to the JAMS Optional Arbitration Appeal Procedure then in effect. If a party elects to appeal an arbitration award, the appeal shall be heard by a panel of three neutral arbitrators selected in accordance with the JAMS Optional Arbitration Appeal Procedure. The appellate panel shall apply the same standard of review that the first-level appellate court would apply to an appeal from the trial court decision. The decision of the appellate panel shall constitute the final arbitration award for purposes of judicial enforcement. You and the Company agree that the state or federal courts of the State of Florida and the United States sitting in Miami-Dade County, Florida have exclusive jurisdiction over any appeals and the enforcement of an arbitration award that is not subject to elective appeal pursuant to the JAMS Optional Arbitration Procedure as set forth above.

(k) **Governing Law in Arbitration Proceeding**. The arbitrator shall apply the law of the State of Florida to all substantive issues in the dispute; provided, however, that in the event that the law of the State of Florida shall be deemed unenforceable due to the law of the state in which the user resides, the arbitrator shall apply the law of the state in which the user resides. Notwithstanding anything herein to the contrary, the arbitrator shall apply the laws of the State of Florida and the FAA to interpret and enforce these Terms to arbitrate disputes and each of its provisions, including with regard to any issues over acceptance of these Terms to arbitrate disputes. Judgment on the award rendered may be entered by any court of competent jurisdiction.

(l) **Right to Opt Out of Binding Arbitration**. You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted these Terms by sending a written opt-out notice via certified mail to 110 N College Ave., Suite 500, Tyler, Texas 75702. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with the applicable terms of this Section 14.

(m) **Arbitrator Appointment**. Any arbitrator appointed under this Section 14 will be selected by the parties from JAMS's roster of arbitrators. You and we agree that the arbitrator shall be appointed in accordance with JAMS's strike and rank process set forth in Rule 15 of the JAMS Rules.

(n) **Severability**. If any portion of this Section 14 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section 14 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 14; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 14 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 14 will be enforceable.

(o) **Application of Terms to Disputes**. Notwithstanding anything to the contrary in these Terms, and to the extent not prohibited by law, this Section 14 shall apply to all disputes, whether now existing or hereafter arising, whether related to any matter occurring prior to or after the Effective Date hereof, arising from or in connection with your use of the Services.

15. General / Miscellaneous Provisions.

(a) **Amendment and Variation**. These Terms may from time to time be updated or amended. We will post any such updates on the Platform. Such updated Terms as posted will take effect immediately unless otherwise indicated, but will not apply retroactively. You should regularly check the Platform to inform yourself of any such changes. In addition, we may at any time change, add, or remove any feature or functionality of the Services. By continuing to use the Services after any such change, you are indicating your acceptance of the updated or amended Terms as well as your acceptance of the updated Platform. If you do not agree with any such change or amendments, your sole and exclusive remedy is to terminate your use of the Services and close your account.

(b) **Transfer; Assignment; Delegation**. These Terms, and any rights and obligations and licenses granted hereunder, are limited, revocable, non-exclusive and personal to you and therefore may not be transferred, assigned, or delegated by you to any third party without our written consent, but may be transferred, assigned or delegated by us without notice and restriction, including without limitation to any affiliates of the Company, or to any successor in interest of any business associated with the Services. Any attempted transfer or assignment in violation hereof shall be null and void.

(c) **Severability**. If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any Applicable Laws.

(d) **Entire Agreement; Translation**. These Terms, including all the addenda hereto, which are incorporated herein by reference, constitute the entire agreement between the parties with regard to its subject matter and supersedes and invalidates all other prior representations, arrangements, understandings, and agreements relating to the same subject matter, whether oral or in writing, express or implied. You acknowledge that in agreeing to these Terms you do not rely on any statement, representation, warranty, or understanding other than those expressly set out in these Terms. These Terms are set forth in the English language and all communications including any notices or information being transmitted shall be in English. In the event that these Terms or any part of it is translated (for any proceedings, for your convenience, or otherwise) into any other language, the English language text of these Terms shall prevail.

(e) **Waiver**. These Terms shall not be waived in whole or in part except where agreed by all parties in writing. The delay of enforcement or the non-enforcement of any of the provisions of these Terms by any party shall not be construed as a waiver of any of the other rights of that party arising out of the breach or any subsequent breach of any of these Terms, and no right, power or remedy conferred upon or reserved for any party in these Terms is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

(f) **Notices & Communications**. By using the Services, you agree that we may provide you with any notices or other communications, including marketing, relating to your use of the Services electronically, at our option: (a) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), or (b) by posting to the Platform. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. You will be given the option to unsubscribe from receiving any marketing material from us. Notices to us should be sent electronically to our support system via live Crypto.com in-app chat or at https://chat.crypto.com/.

(g) **Third-Party Beneficiaries and Rights**. Other than affiliates of the Company and except as expressly provided below, a person who is not a party to these Terms has no right to enforce any of these Terms. The Vendors are each an intended third-party beneficiary of Section 5 (Storage; Buyback Offer) and shall have the right to enforce the provisions thereof directly against you, including the transfer of title to physical trading cards upon acceptance of a Buyback Offer. Notwithstanding the foregoing or anything herein to the contrary, these Terms shall apply to your heirs, assigns, guardians, agents acting under a valid power of attorney, personal representatives, executors, and other fiduciaries.

(h) **Governing Law & Venue**. Any dispute arising from these Terms or your use of the Services, whether brought in arbitration, small claims, or in a state or federal court, will be governed by and construed and enforced in accordance with the laws of the State of Florida except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts sitting in Miami-Dade County, Florida. Finally, to the extent permitted by applicable law, in the event that your dispute is adjudicated in court instead of arbitration, you agree to proceed only on an individual basis and not on a consolidated, class wide, or representative basis.

16. Acknowledgment and Acceptance

By completing a purchase of a physical trading card via Rips, you acknowledge and agree that: (a) you have read, understood, and agreed to be bound by these Terms, including the Risk Disclosure set forth in Section 9 above; (b) you understand the randomized nature of physical trading cards purchased via Rips and the risks associated with purchasing, holding, shipping, and re-selling a physical trading card; (c) you are purchasing physical trading cards via Rips for entertainment and collection purposes and not as an investment; (d) you have had the opportunity to seek independent legal and financial advice before purchasing; and (e) withdrawal of Buyback Offer proceeds requires a Cash Account provided by the Cash Account Provider, approval of which is at the Cash Account Provider's sole discretion and subject to applicable know-your-customer and identity verification requirements.

By completing a purchase, you also agree to the Phygitals Terms of Service available at Phygitals Terms of Service and the Collector Crypt Terms of Service available at Collector Crypt Terms of Service with respect to the applicable physical trading cards. In case of any conflict between the Phygitals Terms of Service and these Terms, these Terms shall control. In case of any conflict between the Collector Crypt Terms of Service and these Terms, these Terms shall control.