

Evolution Terms and Conditions

Date last modified: February 23, 2026

1. Acceptance.

The Evolution website, www.collectEVO.com, including any downloadable material through the website, and all information, content, avatars, material, and related services contained within (collectively, the “Website”) are provided by The Upper Deck Company, a Nevada corporation, located at 2081 Faraday Avenue, Carlsbad, California 92008 (“UDC”). The Website is available for your use, as described herein, subject to your compliance with these Evolution Terms and Conditions (the “Agreement”), the Upper Deck [e-Pack Terms and Conditions](#), and the [Collect Forever Terms and Conditions](#). Please read this Agreement carefully before using the Website. Your registration data, as well as information that you may provide at other times during your use of the Website, is subject to the UDC Brands Privacy Policy located at <https://upperdeck.com/privacy-policy/> (“Privacy Policy”), which is incorporated herein and by reference into this Agreement. If you do not agree to all the terms and conditions in this Agreement, do not access or use the Website.

UDC provides users with the opportunity to display, purchase, trade, transfer, and view digital collectible items through the Website. BY ACCESSING OR USING THE WEBSITE, YOU AGREE THAT YOU MEET THE REQUIREMENTS HEREIN, AND YOU HEREBY ACCEPT AND AGREE TO COMPLY WITH THE TERMS AND CONDITIONS SET FORTH HEREIN. THIS AGREEMENT IS A BINDING AGREEMENT BETWEEN YOU AND UDC, AND GOVERNS YOUR ACCESS AND USE OF THE WEBSITE, WHICH INCLUDES ANY INFORMATION, DATA, TOOLS, ITEMS OFFERED FOR SALE, SERVICES, AND OTHER CONTENT (COLLECTIVELY, THE “CONTENT”) AVAILABLE ON OR THROUGH THE WEBSITE.

2. Authentic Digital Collectibles.

The Website provides an Account user (“User”) the opportunity to display, purchase, trade, transfer, and view certain digital collectibles on the Website. The Unique Identifier (as defined below) together with the ADC Artwork (as defined below) shall collectively be known as an “Authentic Digital Collectible” or “ADC.” Each ADC is a unique, non-fungible digital collectible recorded on a private blockchain technology enabled ledger. The private ledger serves as a verifiable record of the User’s ownership of a specific ADC and reflects the ADC’s underlying metadata like its token identifier or globally unique identifier (i.e. a serial number) (“Unique Identifier”) and associated digital content. The digital content includes, without limitation, third party art, design, and drawings (in any form or media, including, without limitation, video or photographs) that may be associated with an ADC along with any intellectual property contained in the ADC belonging to such third parties (“ADC Artwork”). Ownership of an ADC does not convey any rights, title, or interest in or to the ADC Artwork except for the limited license expressly granted to the User under this Agreement. For clarity, User Owns the Unique Identifier associated with the ADC Artwork. For purposes of this Agreement and with respect to a Unique Identifier only, “Owns” shall mean that a User has rightfully and lawfully purchased, redeemed, or acquired from a legitimate source in accordance with this Agreement, where proof of purchase, redemption, or acquisition was recorded on the applicable blockchain and ownership of the Unique Identifier can be demonstrated by User. User acknowledges and agrees this transfer does not convey any copyright, intellectual property right, or ownership interest in or to the ADC Artwork except as expressly provided herein. All copyrights and other intellectual property rights in the ADC Artwork remain with their respective rights holders. ADCs are not investment products and users should not purchase and/or trade items with expectation of making a profit.

3. Scope of License.

Subject to the terms of this Agreement, your agreement and continuing compliance with this Agreement, and any other relevant UDC policies, UDC grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable, royalty-free, revocable, limited license to access and use the Website on your mobile, tablet, or desktop device for displaying, purchasing, trading, transferring, and viewing ADCs. UDC owns all legal rights in and to all elements of the Website, including but not limited to, the design, systems, and compilation of the content, code and all other elements of the Website.

You hereby acknowledge and agree you do not maintain and will not obtain any rights, title, interest, or ownership whatsoever in or to the Website based on your use of or feedback, suggested improvements, comments, or otherwise related to the Website.

Furthermore, UDC hereby grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable, royalty-free, revocable limited license to use avatars on the Website solely as permitted through the normal functionality of the Website consistent with the terms of this Agreement, and you do not retain any rights to sublicense such avatars. Any sale, transfer, or assignment or attempted sale, transfer, or assignment of your Account is a material breach and violation of the license and the terms of this Agreement.

You agree not to use the Website for any other purpose. Please be aware that this license only grants you permission to access and use the Website and its features, functionality, and intellectual property rights according to this Agreement. UDC reserves the right to change, suspend, or discontinue the Website and/or the availability of any feature, ADC including the corresponding ADC Artwork, Physical Achievement (as defined below), or content, for any reason, at any time, with or without notice, and without notice or liability to you or any third party, and as a result, the license to any ADC Artwork shall be revoked. UDC may also impose limits on certain features, functionality, and services or restrict your access to any or all parts of the Website including, without limitation, your Account without notice, penalty, or liability.

4. **License to ADC Artwork.** The Website provides Users with the ability to instantly purchase certain ADCs, which grants Users a license to access the ADCs Artwork. Subject to your compliance with this Agreement, ADC Artwork is provided to you under a non-exclusive, non-assignable, personal, limited, non-sublicensable, royalty free, revocable license to use, and display the ADC Artwork, solely for the following purposes: (a) for your own personal, non-commercial use; (b) as a part of a marketplace that permits the purchase and sale of your ADC; or (c) as part of a third party website or application that permits the inclusion, involvement, or participation of your ADC. This license also does not grant any rights or license to third party sites to feature or otherwise use the ADC Artwork at any time and for any reason. Other than the limited license and rights provided herein, no property interest, right, or title in or to any ADC Artwork is conveyed. If you sell or transfer your ADC to another person, the license granted herein to access the ADC Artwork will transfer to such other owner or holder of the ADC, subject to the terms herein, and you will no longer have and thereby fully relinquish all benefits of such license.

5. **Prohibited Uses of License.**

You may not attempt or do, nor permit any third party to attempt or do any of the following without UDC's express prior written consent: (a) modify your ADC in any way, including without limitation, the shapes, designs, drawings, attributes, color schemes or the unique ADC Artwork; (b) use your ADC or the ADC Artwork to advertise, market, or sell any third party product or service; (c) use your ADC or the ADC Artwork in connection with images, videos or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (d) use your ADC or the ADC Artwork in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in this Agreement; (e) commercialize merchandise that includes, contains, or substantially consists of your ADC or the ADC Artwork; (f) attempt to trademark, copyright or otherwise acquire additional intellectual property rights in or to your ADC or ADC Artwork; or (g) otherwise utilize your ADC or the ADC Artwork for you or any third party's commercial benefit.

If the ADC Artwork associated with your ADC contains third party intellectual property, you understand and agree as follows: (a) that you will not have the right to use such third party intellectual property in any way except as incorporated in the ADC Artwork, and subject to the license and restrictions contained herein; (b) that, depending on the nature of the license granted from the owner of the third party intellectual property to UDC, UDC may need to, and reserve every right to, pass through, revoke for any reason or no reason, and/or impose additional restrictions on your ability to use the ADC Artwork; and (c) to the extent that UDC informs you of such additional restrictions in writing, you are responsible to comply with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of the license contained in Section 4.

UDC reserves the right to, at UDC's sole and absolute discretion, without notice or liability to you, revoke your license to the ADC Artwork without penalty. Furthermore, depending on the nature of the license granted from the owner of the ADC Artwork, we may need to (and reserve every right to) pass through additional restrictions on your ability to use the ADC Artwork and to the extent that we inform you of such additional restrictions in writing through updates to these Terms & Conditions or otherwise, you will be responsible for complying with all such additional restrictions.

The license granted in Section 4 above applies only to the extent that you continue to own the applicable ADC. If at any time you sell, swap, donate, give away, transfer, or otherwise dispose of your ADC for any reason, the license granted in Section 4 will immediately terminate with respect to that ADC without the requirement of notice, and you will have no further rights in or to the ADC Artwork for that ADC. The restrictions in this Section 5 survives expiration or termination of this Agreement.

6. Restrictions on Use of the Website.

You agree that you will NOT:

- A. Misuse the Website or otherwise use the Website for purposes other than those set forth by this Agreement;
- B. Impersonate any other individual or entity, or otherwise misrepresent your affiliation with another person or entity, in connection with your use of the Website;
- C. Use any disparaging or derogatory language in your Website username, the e-mail address used to log in to the Website, and your operation and use of the Website;
- D. Post, transmit, upload, or otherwise make available on the Website any content that (i) harasses, abuses, defames, or threatens other Users or any party; (ii) contains or references profanity or obscene or otherwise objectionable content; or (iii) degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability, or other classification;
- E. Post, transmit, upload, or otherwise make available on the Website any content that (i) contains any other party's intellectual property, unless you have all necessary rights to do so, or violates the intellectual property, privacy, publicity, or other personal rights of others; (ii) contains spam or other advertisements or solicitations (other than offers to trade), promotes commercial entities, or otherwise engages in commercial activity, except as explicitly authorized herein; and/or (iii) contains software viruses or any other computer code, files, or programs, which interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- F. Harass, bully, intimidate, or stalk other Users or any party through the Website (e.g., sending repetitive and incessant trade requests);
- G. Harvest or otherwise collect information about Users without their knowledge or consent;
- H. Engage in any fraudulent and/or misleading conduct, knowingly provide post, transmit, or upload inaccurate, misleading, or false information regarding a transaction or trade;
- I. Sell or transfer your Account or any part thereof to anyone;
- J. Violate any applicable federal, state, provincial, local, and international laws or regulations;
- K. Unlawfully make available, distribute, upload, copy, and/or share any videos, photos, downloads, or other content provided by UDC or through the Website, or any reproduction of such content, to any other website,

app, streaming technology, peer-to-peer software, through text messaging or email, social media, messaging platforms, or any other unauthorized distribution channels unless expressly authorized to do so by UDC;

- L. Use any meta tags or any other hidden text containing UDC's, or any of its affiliates' (including third party licensors), name or trademarks;
- M. Decipher, decompile, disassemble, or reverse engineer any of the software comprising, or in any way making up, any part of the Website;
- N. Access any content not intended for your use or log onto a server or account that you are not authorized to access;
- O. Probe, scan, or test the vulnerability of a system network or breach security or authentication measures without proper authorization;
- P. Interfere with the Website or servers or networks connected to the Website, or disobey any requirements of networks connected to the Website;
- Q. Use the Website to distribute spam by publishing or distributing repetitive commercial content;
- R. Use the Website to sell or otherwise facilitate, further, or organize any sale for monetary consideration on the Website;
- S. Infringe or violate, or permit others to infringe or violate, any UDC and/or third party rights in connection with avatars on the Website (including, without limitation, any intellectual property rights);
- T. Attempt to override, modify, or supersede any purchasing limits or restrictions established by UDC; and
- U. Initiating an excessive number of chargeback requests or false chargeback requests, as determined by UDC in its sole discretion.

Any violations of the above restrictions of this Agreement, or any attempts to violate this Agreement, may result in the immediate termination, restriction of the use of trading, chat, Account access, purchasing, or suspension of your Account, in addition to and without waiving any legal or equitable rights or remedies available to UDC, or any of your account within UDC's and its affiliates' single sign-on environment (collectively the "SSO"). UDC takes commercially reasonable measures to prevent unlawful use of the Website of which UDC has knowledge or awareness. Additionally, any violation of the above restrictions may result in the forfeiture of your right to purchase ADCs, trade ADCs, earn Physical Achievements, message, and/or other functionalities as deemed appropriate by UDC. Where access to your Account is limited by UDC for twelve (12) consecutive months or more, UDC has the right to permanently disable and remove all contents from that Account or any account within the SSO environment, including but not limited to, any and all ADCs and Physical Achievements. All determinations will be made by UDC in its sole discretion, on a case-by-case basis, taking into consideration the severity of the violation or attempted violation. The above restrictions are not intended to be exhaustive. UDC reserves the right, in its sole discretion, to determine what conduct it considers inappropriate use of the Website and to take such measures as it sees fit, including, but not limited to, preventing future purchases, removing content it deems offensive and objectionable, or suspending Accounts at any time and without notice. UDC also reserves the right to add to or amend this list of restrictions at any time and without notice.

If you believe your Account has been compromised and used in violation of any of the above restrictions, or if you believe any User has violated the above restrictions, please contact UDC immediately as provided in Section 34 of this Agreement.

7. Chat Feature and User Content.

The Website contains a chat forum and private messaging feature (together, “Chat Feature”) intended to facilitate communications between users that wish to discuss and trade ADCs. You understand and acknowledge that all postings and content submitted to and posted on the Website and the Chat Feature (“User Content”), whether privately transmitted or made publicly available, are the sole responsibility of the person from which such User Content originated, and expressly not the responsibility of UDC. UDC may access User Content if required by law, or if UDC has a good faith belief that access is reasonably necessary for the service, maintenance, or operation of the Website. By providing any User Content to the Website, you hereby grant UDC and its affiliates and service providers, and each of their and our respective licensees, successors, and assigns a world-wide, royalty free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, edit, publish, perform, display, and distribute any such material for the purpose of delivering the services on the Website and according to your account settings without compensation or notice to or approval from you. You hereby irrevocably waive any and all moral rights and any other rights of authorship as a condition of submitting any User Content.

By submitting the User Content, you hereby declare, represent, and warrant that you own or obtained all necessary rights, title, and interest in and to the User Content and have the unencumbered right and ability to grant the license hereof. You represent and warrant that all User Content you submit to the Website complies with applicable laws and regulations and this Agreement.

You hereby irrevocably and forever waive, and agree never to assert, any Moral Rights in or to the User Content which you may now have or which may accrue to your benefit under any state, federal, or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. You acknowledge and agree that your use of the Website is good, sufficient and equitable consideration for your assignment and waiver of such Moral Rights. The term “Moral Rights” shall mean any and all rights of paternity or integrity of the User Content and the right to object to any modification, translation or use of the User Content, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a Moral Right. You further waive all domestic, state and international Moral Rights of any kind including, without limitation, any Rights under the California Art Preservation Act and the Visual Artists Rights Act of 1990, and waive all Rights and agree not to make any claims under the Lanham Act.

You are entirely responsible for all User Content that you post, upload, share, submit, transmit, or otherwise make available to the Website and any User Content posted using your Account; under no circumstances shall UDC be liable in any way for any User Content. Additionally, User Content does not represent the opinions or views of UDC, nor does UDC promote, support, or condone the public or private dissemination of User Content restricted herein in this Agreement.

You also understand and acknowledge that UDC has the right, but not the obligation, in its sole discretion to pre-screen, refuse, permanently delete, modify, and/or move any User Content at any time and for any reason, and suspend and/or terminate any account of any inappropriate User Content. UDC does not control the frequency with which Website users may message others, nor does it restrict the content in these messages (except as set forth above in Section 6). You understand that by using the Website and the Chat Feature, you may be exposed to User Content that you find offensive or objectionable; you bear all risks associated with the use or disclosure of and the exposure to any User Content.

If you no longer wish to receive direct messages from a user, you have the ability to block that user in your sole discretion. If you feel that a Website user is harassing or threatening you in any way, posting obscene or objectionable content, or otherwise using the Chat Feature in violation of the restrictions set forth in Section 6 you may contact UDC as provided for in Section 34 herein. UDC, in its sole discretion, may pursue any action it deems necessary to address alleged violations.

8. Creating an Account.

Anyone wishing to use or access the Website must register for his/her/their own account on the Website or one of the UDC or its affiliates’ platforms which includes www.upperdeckepack.com or www.collectforever.com (“Account”). Accounts are non-assignable, non-saleable, and non-transferable. You may not allow others to use or

access your Account. You are solely responsible for any and all activity on your Account, whether or not you authorized the activity, including but not limited to, purchases made using any payment instrument, transfers, or trades and chat messages. Should you become aware of any unauthorized use of your Account or Login Credentials, notify us immediately pursuant to the notice requirements hereunder.

By registering for an Account, you acknowledge and agree that your Login Credentials will also be used to access any websites within the SSO environment. If at any point your access to your Account is restricted for any reason, including without limitation, for violations of this Agreement, your access to other websites within the SSO environment may be restricted as well.

9. Account Information.

In order to register for an Account and/or purchase ADCs through the Website, UDC may ask you to select login credentials, which may include a password (“Login Credentials”). UDC may also ask you to provide certain personal information to create your Account or to purchase ADCs, which may include your first and last name, country of residence, email address, mailing address, shipping information, payment information, and in some cases, telephone number or other verifications (collectively, “Account Information”). Your Login Credentials for the Website will also give you access to your Account and any of your other accounts within the SSO environment, each of which is governed by its own terms and conditions. Your Account Information will be held and used in accordance with the [Privacy Policy](#) including the Cookie Settings. You agree to provide UDC with accurate, complete, and updated information with regard to all aspects of your Account(s) on the Website. Failure to do so may limit your ability to access account recovery tools or your Account. UDC has the sole and absolute discretion to terminate your Account(s), restrict functions of the Website, or place a hold on a User’s Account who UDC believes to be in violation of any portion of this Agreement at any time and without notice. You are responsible for maintaining the confidentiality of your Account(s), Login Credentials, and for restricting access to your Account, and you agree to accept responsibility for all activities that occur under your Account and Login Credentials. You are solely responsible for any activity in your Account, whether or not authorized by you, including purchases made using any payment instrument, User content, trades and chat messages. You acknowledge and agree that UDC reserves the right to obtain additional information necessary to conduct customer due diligence, report information to competent authorities, and comply with applicable laws and regulations.

10. Removing Account Information.

If you request in writing the erasure of your personally identifiable information pursuant to the terms in the [Privacy Policy](#), your Account will be made permanently unrenderable and inaccessible (including the contents in the Account and any other account within the SSO environment). To submit a request to UDC to delete your personally identifiable information, you must submit your request in writing to UDC as provided in Section 34 herein as well as confirm that you have: (a) transferred any and all ADCs to a compatible third party platform and shipped any and all physical items that you wish to retain to your mailing address from any and all accounts within the SSO environment; (b) relinquished your license to the ADCs in your Account that you did not transfer to a compatible third party platform, and any additional digital items in your other account(s) in the SSO environment; and (c) relinquished all rights, title, and interest, where applicable, to your Account and any additional accounts in the SSO environment; failure to do so will delay UDC’s ability to delete your personally identifiable information. In order to delete your personally identifiable information, all ADCs in your Account and any additional items from any other account in the SSO environment will be deleted, and you will automatically relinquish your license to all ADC Artwork related to the underlying applicable ADCs in your Account and any items from other accounts in the SSO environment. You acknowledge and agree that your failure to comply with such terms may result in the forfeiture of all ADCs and Physical Achievements in your Account and additional items in any account in the SSO environment and you irrevocably waive any such rights, recourse, damages, and claims to such ADCs. UDC is not responsible for any damages or losses incurred pursuant to the deletion or loss of your personally identifiable information, ADCs, Physical Achievements, Account contents, items in any additional SSO environment account or SSO environment account content. Please see the [Privacy Policy](#) for more information as to how to request the erasure of your personally identifiable information. You acknowledge and agree that if you request the erasure of certain personally identifiable information pursuant to this Section, all such information from any accounts under the SSO environment will also be deleted.

11. Account Disputes.

UDC reserves the right, in its sole discretion, to place a temporary hold on all or part of your Account pending any disputes regarding your Account for transaction(s) totaling two hundred U.S. dollars (\$200.00 USD) or more (a “Hold”). A Hold is defined as UDC’s capacity to limit, restrict, and/or prevent your capabilities on the Website or any other websites within the SSO environment including, but not limited to, logging in to the Website or purchasing and/or trading ADCs, or sending chat messages. You acknowledge and agree that UDC shall be entitled to contest and recover any costs and fees, including, without limitation, attorneys’ fees, incurred due to chargebacks from users that occur in relation to transactions taking place on the Website, in UDC’s sole and absolute discretion.

12. Age Restrictions.

The Website is intended for use by adults who are eighteen (18) years or older and who are of the age of majority. If you are under the age of eighteen (18) years old and the age of majority in your state, province or territory of residence, you are not permitted to use the Website. By using the Website, you certify that you are at least eighteen (18) years of age and the age of majority in your state, province or territory of residence, and represent and warrant that you are of legal age to form a binding contract with UDC and meet all of the foregoing eligibility requirements. You agree to provide UDC with accurate information concerning your age or identity upon registration. You also agree not to assist minors under the age of eighteen (18) years old and the age of majority in accessing the Website. UDC does not knowingly collect information from or direct any of its content specifically to Users under eighteen (18) years old or the age of majority in your state, province, or territory of residence; if UDC learns or has reason to suspect that you are under the applicable age, UDC will immediately terminate your Account.

13. Public Safety.

You hereby agree UDC may share your personally identifiable information with necessary third parties, agencies or persons in the event UDC, in good faith, believes it will (a) prevent physical injury or harm to yourself or members of the public, (b) protect the rights, property or safety of UDC or third parties, and/or (c) report a crime or other offensive behavior.

14. Purchasing ADCs and Earning Physical Achievements.

A. Methods of Purchase. To purchase blind-packaged ADCs on the Website, you may use a credit card, or other third party payment methods that UDC may make available in the future.

B. Acquiring ADCs. You can acquire ADCs on the Website. The Website also includes a Digital Trading Marketplace (defined below), that allows you to trade ADCs with other Users on the Website. After acquiring ADCs, you may have the option to export the ADC to third party platforms called The Authority (theauthority.com) where you and others can trade, buy, and sell the ADCs. You agree any exportation or use of third party platforms like The Authority is expressly not a trader, contractor, broker, seller, financial institution, or creditor. A “Digital Trading Marketplace” means a trading marketplace where Users can trade their ADCs with other Users for their ADCs. You acknowledge and agree that nothing contained herein or on the Website constitutes a solicitation, recommendation, endorsement, or offer by UDC or its affiliates to buy or sell any securities or other financial instruments. UDC facilitates trade between users and is not a party to any agreement between users.

ANY PURCHASE OR SALE YOU MAKE, ACCEPT OR FACILITATE OUTSIDE OF THE SSO AND THIS WEBSITE OF AN ADC WILL BE ENTIRELY AT YOUR RISK. WE DO NOT CONTROL OR ENDORSE PURCHASES OR SALES OF ADCs. WE EXPRESSLY DENY ANY OBLIGATION TO INDEMNIFY YOU OR HOLD YOU HARMLESS FOR ANY LOSSES YOU MAY INCUR BY TRANSACTING, OR FACILITATING TRANSACTIONS, IN ADCs THROUGH THE AUTHORITY OR OTHERWISE.

C. Purchasing ADCs. ADCs available for purchase vary in levels of scarcity and UDC reserves the right to modify the types, prices and number of ADCs available for purchase at any time, in UDC’s sole discretion. Each ADC product available for purchase will be marked with a description of the ADC, but the description may not fully disclose the exact ADC.

- D. Returns and Exchanges. Due to the unique characteristics of each ADC, all ADCs are non-returnable, non-refundable, and non-exchangeable. If there is a technical error with the receipt of your ADC, please contact UDC immediately pursuant to the notice provision herein. If your country of residence is located within the European Union, by purchasing ADCs on the Website, you acknowledge and agree to the above terms of UDC's return policy and irrevocably waive any right or claim you may have to revoke the purchase of such Item(s).
- E. Earning Physical Achievements. UDC may occasionally make certain achievements available for owning a particular set of ADCs ("Physical Achievement"). Physical Achievement offerings and availability are in UDC's sole discretion. The Physical Achievements that are available, as well as the requisite ADCs you must collect to obtain the corresponding Physical Achievement are listed on the e-Pack Website. To obtain the Physical Achievement, you may redeem or combine certain ADCs. If a Physical Achievement must be earned by, or on, a specified date, after such date you will no longer be able to earn that Physical Achievement. If a Physical Achievement has a limited quantity, once all available inventory has been earned by users, you will no longer be able to earn this Physical Achievement, even if the expiration date has not passed. Physical Achievements are offered at a limited quantity and will not be available once all inventory has been redeemed by users. Unless otherwise noted, in the event all available inventory has been earned, no alternative Physical Achievements will be provided. UDC is not responsible if a user incorrectly combines and/or redeems ADCs or transfers ADCs required for a Physical Achievement off the Website, which result in the user no longer maintaining the requisite ADCs to earn a specific Physical Achievement. You are solely responsible for paying any costs or fees associated with shipping any Physical Achievements, which may include an Item Fee (as defined below). UDC does not guarantee the shipping timeframe for Physical Achievements and is not liable for any delays
- F. Ability to Win ADC. A User with an active Account will have the ability to enter to win an ADC ("Prize") pursuant to the [Evolution Authentic Digital Collectible Sweepstakes Official Rules](#). No purchase is necessary to enter or win for Users who wish to participate in the Sweepstakes, however, Users must follow, meet and comply with the official rules. Any purchases made will not increase a User's chance of winning a prize.
- G. Pricing. You acknowledge the risk that the price and/or value of an ADC purchased on the Website may not remain constant. Fluctuations in the price of other digital assets could materially and adversely affect the ADC, which may also be subject to significant price volatility. UDC does not represent, warrant or guarantee that the price and/or value of any particular Item will remain constant.

15. Payment and Fees.

- A. Credit Card Information. If you wish to purchase an ADC on the Website, you will be asked to supply certain information including your credit card and/or other payment information. All purchases made on the Website are shown and processed in United States Dollars ("USD"). By purchasing an ADC, you acknowledge and agree that your credit card company or bank may convert the charges from USD to your applicable country's currency and you agree to pay any additional fees with respect to such conversion. You agree that UDC has permission to process payment using third party vendors of its choosing and are bound by such third party's terms and conditions and privacy policies. Any use of third party vendors for payment processing will be at your own risk, and subject to that third party vendor's terms and conditions. Any information you provide to the third party vendor will be governed by that third party vendor's terms and conditions, without limitation, confidentiality, privacy, and security. UDC disclaims liability for any loss, damage, costs, fees, and any other consequence resulting directly or indirectly from or relating to your access to the third party vendor's website or any information that you may provide, or any transaction conducted on or via the third party vendor. You agree that all information that you provide will be accurate, complete, and current and that you have authorization to use and provide such information. You agree to pay all charges incurred by users of your credit card or other payment mechanism at the prices in effect when such charges are incurred. UDC reserves the right to change prices for ADCs available on the Website at any time for any reason.

- B. Taxes. In accordance with federal, state, provincial, municipal, and foreign law, your purchases on the Website will be taxed using the applicable sales and/or use tax rate and/or currency conversion for your shipping address, which will be reflected on your invoice; Users located outside of the United States of America (“USA”) may be subject to additional transaction fees imposed by credit card processors. You will be responsible for paying any applicable taxes, along with any applicable fees, relating to your purchases.
- C. Item Fee. You have the ability to earn Physical Achievements that may be redeemed and shipped to you through the e-Pack Website. You maintain the option to subsequently receive the Physical Achievement subject to an additional fee per Physical Achievement (“Item Fee”), plus shipping, handling, and (where applicable) goods and service tax (“GST”) and tariffs. If you opt to ship a Physical Achievement, the Item Fee is listed at checkout and automatically charged to you when you opt to have the Physical Achievement(s) mailed to you. You are not obligated to obtain the Physical Achievement if you do not wish to do so.
- D. Shipping Disclaimers. For all shipments of Physical Achievements outside of the USA, duties, GST, or tariffs may be applied or collected at or before shipment. The duties, GST, and/or tariffs are calculated at the applicable rates for each Physical Achievement being shipped.. Physical Achievements must be redeemed on e-Pack and shipped pursuant to the [e-Pack Terms and Conditions](#). Shipping costs are subject to change and may vary depending on the Physical Achievement shipped. All shipping options are available for selection at checkout. Shipping add-on options are available at an additional cost for select Physical Achievements. UDC does not guarantee any shipping timeframe and is not liable for any shipping disruption or delay. UDC may, but is not obligated to, attempt to notify you if there is any shipping disruption. UDC is not responsible for any loss, destruction, or damage incurred during the shipping of the Physical Achievement. When shipping Physical Achievements through e-Pack, you are solely responsible to identify and declare the corresponding value for such Physical Achievements and for all costs thereof including, without limitation, insurance, in the event you elect a shipping tier that insures the Physical Achievements while in transit. If an order is lost, damaged, or stolen in transit or prior to delivery, the Physical Achievement(s) may be replaced by UDC with a Physical Achievement of substantially similar value. The value of the replacement Physical Achievement will be determined by UDC in its sole discretion, and will likely not exceed the declared value.
- E. Shipping Limitations. Users may be restricted from receiving a Physical Achievement based on his/her residence and/or billing address (“Restricted Territories”); attempts to purchase and ship a Physical Achievement in a Restricted Territory will be precluded at checkout in accordance with Section D herein.

16. Reviews, Comments, and Electronic Communications.

All information and communications collected pursuant to this section shall adhere to the Privacy Policy. Any communication or material you transmit to the Website or a UDC affiliated website by electronic mail, direct or forum messaging, or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post may be used by UDC or its affiliates and related entities for any purpose including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting. Additionally, you understand that any reviews, comments, or ratings you conduct and feature on any public website, forum or link on the Website, application, forum, or third party medium that allows for the sharing of information may be shared or republished by UDC without notice to or consent from you. By posting any content on UDC affiliated websites, you grant UDC a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media. You acknowledge and agree UDC is free to use any ideas, concepts, know-how, and/or techniques contained in any communication you send to the Website for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products using such information and that your use of the Website is good and valuable consideration thereof.

You represent and warrant that all your reviews and comments are true and accurate, that use of the content you supply does not violate this Agreement or the rights (including intellectual property rights) of UDC or any third party and injure any person or entity. You hereby agree to indemnify, defend, and hold harmless UDC for all claims, damages, losses, demands and costs including, without limitation, attorneys’ fees, arising from or related to any

content supplied by you or on your behalf. UDC reserves the right, but is not obligated, to monitor, edit, and/or remove any of your activity or content you post on the Website without notice to, or consent from, you. UDC is not responsible for and disclaims any and all liability for any content posted by you or any third party. You hereby agree to receive all agreements, notices, disclosures, and other communications related to or regarding the Website, your Account, and this Agreement electronically or, at UDC's election, by telephone communication.

You acknowledge and agree UDC is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to post on or provide related to the Website for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products using such information.

17. Trades.

The Website provides the ability to exchange ADCs between Users on the Website. Initiated trades that are not accepted, declined, or countered within twenty four (24) hours from the date of submission will expire. If you have initiated a trade and it has expired prior to receiving a response, you may initiate the trade again, subject to your compliance with Section 8 herein. After the recipient clicks the "accept" button for a trade, all trades are final, binding and cannot be undone. UDC makes no representations, warranties, guarantees, or determinations regarding the value or fairness of a trade; you acknowledge and agree that you are trading ADCs solely at your own risk. UDC is not liable in any way for any trades between Users.

18. Denial of Access and Termination.

UDC may terminate, limit access to, or suspend indefinitely your Account on the Website and any or all of their functions, any and all related services, and any registered Account immediately, without liability, for any reason and without notice to you or penalty or liability for any reason including, without limitation, if you breach any terms or conditions of this Agreement. When an Account is disabled, UDC may remove the contents of that Account after the Account is disabled for twelve (12) months or longer. UDC may terminate this Agreement without waiving any other legal or equitable remedies available to UDC. UDC will notify you of changes to your Account using the email listed in your Account. The consequences of such termination and any action affecting your Account shall also be determined by UDC on a case by case basis in its sole discretion, taking into consideration the severity of the violation or attempted violation. UDC will notify you via email using the e-mail address you provide upon registering for an Account fourteen (14) calendar days prior to any termination of your Account ("Termination Notice"). You will have fourteen (14) calendar days after your receipt of such Termination Notice to either (1) ship any and all physical items within the SSO environment to your residential address; (2) if applicable, redeem for any Physical Achievement(s) the e-Pack Website and subsequently ship any Physical Achievement(s) to your residential address (collectively, the "Action Period"); and/or (3) transfer any ADCs to a third party marketplace, such as The Authority. For more information regarding shipping Physical Achievements from your e-Pack account, please refer to the [e-Pack Terms and Conditions](#). Upon the expiration of the Action Period and UDC's termination of your Account, your right to use and access the Website and related services, including other accounts within the SSO environment, will immediately cease. As such, your license to ADC Artwork as well as any additional digital items within the SSO environment will be revoked. All provisions of this Agreement which by their nature should survive termination, shall survive termination, including, without limitation, warranty disclaimers, limitation of liability, and indemnity.

19. Proprietary and Intellectual Property Rights.

All Website material, including, but not limited to, intellectual property, domain names, text, data, graphics, logos, button icons, images, audio clips, video clips, links, digital downloads, data compilations, and software and any design, selection, arrangement, derivatives, modifications, and improvements thereof are owned by, controlled by, licensed to, or used with permission by UDC, and is and may, but is not required to, be protected by patent, copyright, trademark, trade dress and other intellectual property rights, whether or not issued (collectively, the "Intellectual Property"). UDC, its affiliates, and/or licensors, as applicable, solely retain and will, at all times, solely retain all rights and title to and interest in and to the Intellectual Property. You acknowledge the validity of the Intellectual Property and agree to respect such Intellectual Property rights. The Website is made available solely for your personal, non-commercial use and may not be copied, reproduced, republished, modified, uploaded, posted, transmitted, altered, reverse engineered, or distributed in any way, including by email or other electronic means.

Nothing contained on the Website or this Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the material or content displayed on the Website, including, without limitation, any Intellectual Property. By using the Website, you agree not to oppose or seek to cancel or challenge any Intellectual Property rights. You agree not to remove any copyright, proprietary, or identification markings included within the ADCs or on the Website including, without limitation, the Website design, and not to create any derivative works based on the Intellectual Property. Additionally, you shall not use any trademarks, tradenames, logos, company names, domain names, marks, copyrights, trade dress, or other designations that may be similar or confusingly similar to the Intellectual Property. You will not, at any time, claim any interest in or do anything that may adversely affect the validity of any Intellectual Property.

Any misuse of the material, content, or Intellectual Property on the Website is strictly prohibited. The availability of any ADC, including the ADC Artwork, offered on the Website is strictly contingent upon UDC obtaining and maintaining relevant licenses with certain third party licensors. If UDC does not obtain or maintain such requisite licenses at any time and for any reason, UDC may, in its sole discretion, discontinue the affected ADC. UDC will actively and aggressively enforce its intellectual property rights to the fullest extent of the law, including seeking criminal prosecution.

20. DMCA Notice of Copyright Infringement.

The Digital Millennium Copyright Act (“DMCA”) provides a mechanism for notifying service providers of claims of unauthorized use of copyrighted materials. Under the DMCA, a claim must be sent to the service provider’s designated agent. If you believe in good faith that UDC should be notified of a possible online copyright infringement involving the Website, please provide written notification to UDC’s designated agent:

The Upper Deck Company
2081 Faraday Avenue
Carlsbad, CA 92008
Attn: General Counsel
Email: contracts@upperdeck.com

Please be aware that, in order for notice to be effective, your notice of claim must comply with the detailed requirements set forth in the DMCA. To meet the notice requirements under the DMCA, the notification must be a written communication and must include the following:

- A. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- B. Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works is covered by a single notification, a representative list of multiple works;
- C. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit UDC to locate the material;
- D. Information reasonably sufficient to permit UDC to contact the complaining party (e.g., complaining party’s address, phone number, email address, etc.);
- E. A statement that the complaining party has a good faith belief that the use of the material in dispute is not authorized by the copyright owner, its agent, or the law; and
- F. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

UDC encourages you to review the DMCA requirements (see 17 U.S.C. §512(c)(3)) before submitting such notice. Failure to comply with DMCA requirements may result in a dismissal of such claim. UDC reserves the right and discretion to immediately terminate your access to the Website if UDC determines that you violated this Agreement following notice.

21. Technological Problems and Website Errors.

The information contained on the Website is provided on an “as-is” basis, without any knowledge as to your specific circumstances. The materials appearing on the Website could include technical, typographical, or photographic errors. UDC does not represent or warrant that any of the materials or Content on the Website are accurate, complete, or current. UDC, in its sole discretion, may make changes to the materials contained on the Website at any time without notice. UDC is not obligated to update, modify, or verify the accuracy of the materials (i.e., product images and product descriptions), and you hereby agree that you are not relying on the accuracy, completion, or current condition of the materials. UDC is not liable for any Website technological problems and any damages incurred by you or on your behalf related thereto. All or any portion of the Website may not be available and may not function properly at any time. UDC makes reasonable efforts to avoid technological problems, but at any time, the Website may have and may cause problems such as viruses and other damaging computer programming routines or engines. UDC takes reasonable security precautions when using the Internet, telephone, or other means to transport data or other communications, but UDC disclaims any and all liability for any interception of data or communications. UDC is not liable for any damage or injury caused by the performance or failure of performance of all or any portion of the Website. The Website may become unavailable at times due to maintenance or malfunction of computer equipment, and there may be delays, omissions or inaccuracies in information contained in the Website. The information on the Website does not constitute the rendering of legal, accounting, tax or other such professional advice.

22. Changes to the Website.

UDC is constantly innovating the Website to help provide the best possible experience. UDC reserves the right, in its sole discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement at any time including, without limitation, access policies, the availability of any feature of the Website (including UDC servers), hours of availability, content, data, software, or equipment needed to access the Website, or products offered for sale on the Website effective with or without prior notice. Further, you acknowledge that UDC may add new features and change any part of the Website at any time without notice. Your continued use of the Website following any revision to this Agreement constitutes your ongoing acceptance of any and all such changes. UDC may change, modify, suspend, or discontinue any aspect of the Website, at any time. UDC may also impose limits on certain features or restrict your access to parts or all of the Website without notice or liability.

23. Representations and Warranties.

You agree that you are responsible for your own conduct while accessing or using the Website and for any consequence thereof. You agree to use the Website only for legal and proper purposes in accordance with this Agreement and any applicable laws or regulations. You represent, warrant and agree that your use of the Website will not allow any third party to: (a) send, upload, or otherwise distribute unlawful, defamatory, harassing, abusive, fraudulent, obscene or otherwise objectionable content; (b) distribute any viruses, worm, defects, corrupted files, or any other items of a destructive or deceptive nature; (c) post, transmit or otherwise make available any content that infringes the intellectual property rights of any party; (d) use the Website to violate the legal rights of another; or (e) modify, adapt, or reverse engineer any portion of the Website.

24. Disclaimers.

THE WEBSITE, ADCS, UNIQUE IDENTIFIERS, ADC ARTWORK PHYSICAL ACHIEVEMENTS, CHAT FUNCTION, ANY RELATED SERVICES, AND THE CONTENT, MATERIALS, OR INFORMATION CONTAINED WITHIN, ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS. UDC MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AND OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AS TO THE WEBSITE, ACCOUNT, ADCS, UNIQUE IDENTIFIERS, ADC ARTWORK, PHYSICAL

ACHIEVEMENTS, CHAT FUNCTION, RELATED SERVICES AND ALL CONTENT, MATERIALS, OR INFORMATION CONTAINED WITHIN. UDC DOES NOT GUARANTEE, REPRESENT OR WARRANT THE AVAILABILITY, VALUE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING, OR SPEED OF DELIVERY OF THE WEBSITE, ACCOUNT, ADCS, UNIQUE IDENTIFIERS, ADC ARTWORK, AND/OR THE CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR ON BEHALF OF UDC OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE WEBSITE, ADCS, UNIQUE IDENTIFIERS, ADC ARTWORK, PHYSICAL ACHIEVEMENTS, CHAT FUNCTION, RELATED SERVICES, AND HYPERLINKED WEBSITES, INCLUDING FOR ANY DAMAGE TO YOUR OPERATING SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE WEBSITE INCLUDING, WITHOUT LIMITATION, ANY DOWNLOADABLE CONTENT AVAILABLE THROUGH THE WEBSITE. IT IS ALSO YOUR RESPONSIBILITY TO PROTECT YOUR ACCOUNT AND PASSWORD INFORMATION AND UDC BEARS NO RESPONSIBILITY FOR LOSS OF ACCOUNT INFORMATION OR ANY UNAUTHORIZED ACCESS TO YOUR ACCOUNT RESULTING FROM OR RELATED TO THE LOSS OR DISCLOSURE OF YOUR PASSWORD. UDC DOES NOT GUARANTEE THE SECURITY OF THE WEBSITE OR THE PREVENTION FROM LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO YOUR ACCOUNT INFORMATION OR DATA.

ALL ADC PURCHASES, TRANSFERS, AND TRADES ARE FINAL, AND UDC BEARS NO RESPONSIBILITY FOR LOSS OF INCOME OR VALUE ASSOCIATED WITH ANY SUCH TRANSACTION. UDC DOES NOT MAKE ANY GUARANTEES, DETERMINATIONS, REPRESENTATIONS, OR WARRANTIES REGARDING SUCH TRANSACTIONS, INCLUDING, BUT NOT LIMITED, TO ANY ASSOCIATED VALUE, AND UDC DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE WEBSITE WILL BE COMPLETELY FREE FROM ERROR. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU ARE PURCHASING, SHIPPING, TRADING, AND TRANSFERRING ADCS AT YOUR OWN RISK. ADDITIONALLY, UDC IS NOT RESPONSIBLE FOR ANY MISCALCULATIONS OR INACCURACIES ASSOCIATED WITH THE CALCULATION, COMBINATION, OR REDEMPTION OF ANY POINTS, ACHIEVEMENTS, STATISTICS REGARDING TRADES, OR RANKINGS. UDC FURTHER DISCLAIMS ANY RESPONSIBILITY OR LIABILITY WHATSOEVER WITH REGARD TO THE TRANSFER OF ADCS TO E-PACK AND ANY SUBSEQUENT ADC CLAIMS, TRADES, SALES, OR ANY OTHER ACTIVITY AS IT RELATES TO E-PACK; ONCE TRANSFERRED, ANY ITEMS OR OTHER TRANSACTIONS OF SUCH ITEMS ARE TO BE SUBJECT TO EPACK'S TERMS AND CONDITIONS AND [PRIVACY POLICY](#). UDC FURTHER DISCLAIMS ANY RESPONSIBILITY OR LIABILITY WHATSOEVER WITH REGARD TO THE TRANSFER OF ADCS TO ANY THIRD PARTY PLATFORM AND ANY SUBSEQUENT ADC CLAIMS, TRADES, SALES, OR ANY OTHER ACTIVITY AS IT RELATES TO ANY THIRD PARTY PLATFORM; ONCE TRANSFERRED, ANY ADCS OR OTHER TRANSACTIONS OF SUCH ADCS ARE TO BE SUBJECT TO THE THIRD PARTY PLATFORM'S TERMS AND CONDITIONS AND [PRIVACY POLICY](#); PROVIDED, HOWEVER, THAT ALL ADCS REMAIN SUBJECT TO THE SCOPE OF LICENSE AND LICENSE TO ADC ARTWORK SET FORTH HEREIN (SECTIONS 3 AND 4 ABOVE) REGARDLESS OF ANY SUCH TRANSFER OR SUBSEQUENT ACTIVITY. BY USING THE WEBSITE, YOU ACKNOWLEDGE AND AGREE YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE AND ITS RELATED SERVICES, AND/OR HYPERLINKED WEBSITE IS TO CEASE USING THE WEBSITE.

ADCs ARE INTANGIBLE DIGITAL ASSETS THAT EXIST BY VIRTUE OF THE RECORD MAINTAINED ON A PRIVATE DIGITAL LEDGER. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON A PRIVATE BLOCKCHAIN TECHNOLOGY ENABLED LEDGER. UDC DOES NOT GUARANTEE THAT THE TRANSFER OF TITLE OR RIGHT IN ANY DIGITAL ASSETS CAN BE EFFECTUATED. UDC IS NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF ADCs UNIQUE IDENTIFIERS, AND/OR A DIGITAL LEDGER, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS,

INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING OR OTHER MEANS OF ATTACK AGAINST THE PROPERTIES OR ADCs; AND (F) THE USE OF OR TRANSFER TO THIRD PARTY PLATFORMS. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS OF USE

25. Third Party Websites, Extensions, and Apps.

UDC makes no representations whatsoever about any other website, extension, or app that are not within the SSO environment that you may access through the Website. UDC does not support any third party apps or extensions including, but not limited to, Google extensions. When you access a non-UDC website, extension, or app, including, without limitation, any third party vendor website, such website, extension, or app is independent from UDC, and UDC is not affiliated with the website host or operator and does not have control over the content on that site. You acknowledge and agree that you use third party websites, extensions, and apps at your own risk. UDC is not responsible or liable in any way for any complications, security breaches, legal violations, or any other damages that arise from or relate to any third party website, extension, or app nor is UDC responsible or liable in any way for the content, services, products, advertising, or materials appearing on or available from any third party website, extension, or app. Furthermore, a hyperlink to a non-UDC website, extension, or app does not in any way imply or express that UDC endorses, makes any representations or warranties regarding, or accepts any responsibility for the content, or the use, of the linked website, extension, or app.

Through your use of the Website, you may have the opportunity to engage in commercial or other transactions with other vendors or third parties. You acknowledge that all transactions relating to any merchandise or service offered by any third party including, but not limited to, purchase terms, payments, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the third party provider of such merchandise or services and you and that you will look solely to such third party to enforce any of your rights. In addition, you hereby waive any rights or claims against UDC or its affiliates regarding or related to such third parties and/or transactions. In the event of any problem with the merchandise or service that you have purchased or been provided from a third party you agree that you will address such issues with the third party. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THE WEBSITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY UDC. YOU ACKNOWLEDGE AND AGREE UDC MAKES NO REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) REGARDING ANY THIRD PARTY TRANSACTIONS EXECUTED THROUGH OR IN CONNECTION WITH THE WEBSITE, AND YOU UNDERSTAND AND AGREE THAT SUCH THIRD PARTY TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK.

26. Updates to Agreement.

From time to time, UDC may update and modify the terms of this Agreement and/or [Privacy Policy](#) as necessary and in its sole discretion. All changes are effective immediately when posted and apply to all access to and use of the Website thereafter. Your continued use of the Website indicates your full and binding acceptance of this Agreement and [Privacy Policy](#) in their then current form. If you do not agree to accept and be bound by the terms and conditions of this Agreement or [Privacy Policy](#), do not visit or access the Website in any form, and promptly cease use of the Website.

27. Indemnity.

By accessing the Website, you agree to indemnify, defend, and hold harmless UDC, its affiliates, subsidiaries, employees, contractors, telecommunication providers, content providers, licensors, successors, and assigns and their respective officers, employees, and agents (collectively the “Indemnified Parties”) from and against any and all liabilities, claims, actions, demands, damages, costs, losses, and expenses (including, but not limited to, costs and attorneys’ fees) arising from or related to your use of the Website, your Account, any transaction resulting from your use of the Website (including, but not limited to, any trade or sale of ADCs), your use of the Chat Feature, your Account, your connection to the Website, your breach of any representation, warranty, covenant, or obligation

contained herein, and/or your violation of any proprietary, intellectual property, privacy rights and/or other third party rights. In such event, UDC shall select legal counsel in its sole discretion, and you will not enter into any settlements or make any admissions on the Indemnified Parties' behalf without the Indemnified Parties' prior written consent. This indemnification obligation shall survive any termination of this Agreement and any termination of your Account or use of the Website.

28. Limitation of Liability.

IN NO EVENT SHALL UDC, ITS AFFILIATES, LICENSORS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, VENDORS, AND SPONSORS BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF INCOME OR LOST OPPORTUNITIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITE, THIS AGREEMENT, YOUR ACCOUNT, CHAT FUNCTION, ADCS, UNIQUE IDENTIFIER, ADC ARTWORK, PHYSICAL ACHIEVEMENTS, ANY SECURITY BREACH, CONTENT OR INFORMATION CONTAINED WITHIN THE WEBSITE, STATEMENTS, OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE, DATA PROCESSOR, AND/OR ANY HYPERLINKED WEBSITE.

UDC is not responsible in any way for transactions outside of the Website's platform and/or the SSO environment, including, without limitation, sales of ADCs on e-commerce platforms such as eBay or transfers of ADCs to a third-party marketplace, such as The Authority. You are solely responsible for all transactions regarding or related to the Website outside of the Website's platform, and UDC disclaims all liability in regard to all sales outside the Website.

29. Assumption of Risk.

- A. Entertainment Purposes. Your use of the ADC is solely for collection and entertainment purposes and you acknowledge and agree that you are collecting, trading, or purchasing ADCs for the purpose of acquiring digital collectibles for your personal use and enjoyment, and not for any investment or speculative purposes. You agree that ADCs are not to be used as a substitute for currency or medium of exchange, resale, or redistribution and that you are not acquiring any equity or other ownership or revenue sharing interest in UDC or any other enterprise as a result of your acquisition of the ADC. Under no circumstances will the operation of all or any portion of the Website or services be deemed to create a relationship between you, on the one hand, and UDC, on the other hand, that includes the provision or tendering of investment advice.
- B. Use of Blockchain. As discussed above in Section 2, the Website creates and stores all ADCs on a private ledger that uses blockchain technology. While the ledger is private, certain aspects of the ledger will, in Upper Deck's discretion be made available for public viewing like the ADCs' history of past trades or movement between platforms.
- C. Change of Blockchain or Platform. Upper Deck may in its discretion elect to give you the option to export and remove ADCs from the SSO and Website to The Authority (theauthority.com) platform where ADCs can be traded, bought, or sold, among other things. Where you elect to use The Authority or other platforms as they may become available, you acknowledge and agree UDC is no longer responsible for any ADC or activity on any such third-party blockchain or platform once the ADC is exported and removed from the SSO environment and the Website. Such blockchain technology includes, without limitation, cryptocurrencies, consensus algorithms, and decentralized or peer-to-peer networks and systems. You acknowledge and agree that such technology is experimental, speculative, and inherently risky, and hereby agree that you assume all such risk and volatility. The pricing of blockchain assets is extremely volatile.
- D. Inherent Risks with Internet Currency. There are risks associated with using an Internet-based currency, including, but not limited to, the risks of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your electronic wallet. You accept and acknowledge that UDC will not be responsible for any communication

failures, disruptions, errors, distortions or delays you may experience when using the blockchain network, however caused.

- E. Software Risks. Upgrades to the blockchain network, a hard fork in the blockchain network, or a change in how transactions are confirmed on the blockchain network may have unintended, adverse effects on all blockchains using the Ethereum Blockchain standard, including the SSO environment.
- F. Regulatory Risks. You acknowledge and understand that the regulatory regime governing blockchain technologies, and digital assets are continually evolving. Developments in law, including new regulations, policies, and tax rules may materially affect your ADCs.
- G. Value and Volatility. To the extent you will export and trade, buy, or sell ADCs on third party blockchains, you acknowledge blockchain items are subjective and therefore extremely volatile and subject to change. You understand and acknowledge that collectible blockchain assets have no inherent or intrinsic value. Fluctuations in the price of other digital assets could materially and adversely affect the value of your ADCs, which may also be subject to significant price volatility. UDC cannot and does not guarantee that any ADCs purchased will be valued at the price you paid to enjoy collecting them.
- H. Exporting ADCs. Any exportation, purchase, redemption, transfer, or sale you make, accept, or facilitate outside of the SSO environment of any ADC(s) will be entirely at your own risk. You acknowledge that you have obtained sufficient information to make an informed decision to authorize, bid, purchase, transfer or sell an ADC and that you have sufficient financial resources to withstand a complete risk of loss of the value of any ADC. UDC does not control, or endorse purchases, redemptions, transfers or sales of ADCs outside of the SSO environment. We expressly deny and disclaim any liability to you and deny any obligation to indemnify you or hold you harmless for any losses you may incur by exporting, transacting, or facilitating transactions, in any ADCs.

30. Choice of Law.

This Agreement is governed by, and construed in accordance with, the laws of the County of San Diego, State of California of the United States of America, without regard to California's conflicts of laws provisions that require the application of the law of any other state or province.

31. Dispute Resolution.

- A. Arbitration Provision. Except as specifically excluded herein and except where not permitted by applicable law, you agree as to you and Upper Deck (collectively the "Parties" or individually a "Party") that any dispute, controversy or claim ("Dispute") arising out of, related to, or having any relationship or connection whatsoever to the Website, ADCs, Unique Identifiers, ADC Artwork, Physical Achievements, your Account, any relationship or conduct between and with UDC and/or users, any relationship to the interpretation, validity, enforceability, scope, or waiver of any provisions of this Agreement, or arising under local, state, or federal statutes or regulations shall be exclusively resolved by binding arbitration in San Diego, California. The arbitration shall be administered by ADR Services, Inc. ("ADR Services") and held before a sole arbitrator. The arbitration shall be binding with no right of appeal. The arbitration shall be conducted pursuant to the ADR Services, Inc. Arbitration Rules (presently available at <https://www.adrservices.com/wp-content/uploads/2024/10/ADR-ARBITRATION-RULES-FINAL-10-7-24-website.pdf>). The arbitration shall be commenced by filing a demand for arbitration with the administrator of ADR Services, Inc. and serving the demand on the responding Party. The Arbitration Demand Form can be found here: <https://ams.adrservices.com/inquiries/create/demand/>. Upon receipt of the demand for arbitration, ADR Services will send a "Commencement Letter" acknowledging receipt of the demand. The responding Party may file a response and/or a counter-claim within fifteen (15) calendar days of receipt of the demand. If no response is filed, all allegations of the demand shall be deemed denied. The Parties shall select an arbitrator by mutual agreement through ADR Services within thirty (30) calendar days of the date the demand for arbitration was

filed. If the Parties are unable to agree on the selection of an arbitrator within such time, the administrator of ADR Services shall select an independent arbitrator pursuant to the procedures set forth in the ADR Services, Inc. Arbitration Rules, Paragraph 12. The costs of arbitration, including the arbitrator's fees, shall be borne equally by the Parties to the arbitration, unless otherwise ordered by the arbitrator or agreed upon by the Parties. The Parties to this agreement further agree to abide by any award rendered by the arbitrator. Judgment on the award rendered by the arbitrator may otherwise be entered in any court having jurisdiction thereof. Prior to, during, and following any arbitration, the Parties agree that the arbitration shall remain confidential.

This arbitration agreement specifically excludes from coverage any Disputes relating to whistleblowers and/or unlawful retaliation arising under the Sarbanes-Oxley Act, Disputes under the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203), and Disputes under the California Private Attorney Generals Act (PAGA). This arbitration agreement does not preclude you or UDC from seeking provisional remedies from a court of law (such as temporary restraining orders or preliminary injunctions) to the extent applicable law allows parties to an arbitration agreement to obtain such relief. A Party's seeking or obtaining such provisional remedies shall not be considered a waiver of that Party's right to arbitration under this arbitration agreement. This arbitration agreement does not preclude you or UDC from bringing applicable Disputes in small claims court for the Superior Court of the County of San Diego, California. Nothing in this arbitration agreement is intended to affect or limit the Parties' right to file an administrative charge or otherwise seek relief from any administrative or federal or state government agencies (although if a Party chooses to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this arbitration agreement). A Party's participation in any administrative proceedings shall not be considered a waiver of that Party's right to arbitration under this arbitration agreement. Except as provided herein, this arbitration agreement shall be governed by the Federal Arbitration Act and California law to the extent California law is not inconsistent with the Federal Arbitration Act.

- B. Delegation to Arbitrator. UNLESS OTHERWISE STATED IN THIS AGREEMENT, IT IS THE INTENT OF YOU AND UDC TO CLEARLY AND UNMISTAKABLY DELEGATE TO AN ARBITRATOR (AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY) THE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY, REVOCABILITY, UNCONSCIONABILITY, VALIDITY OR FORMATION OF THIS AGREEMENT, ANY DISPUTE RELATING TO THE ARBITRABILITY OF ANY DISPUTE, AND/OR ANY DISPUTE THAT ONE OF THE PARTIES WAIVED THE RIGHT TO ARBITRATE. Notwithstanding the above, the arbitrator is not authorized to make any award of attorneys' fees or costs relating to the determination of gateway issues of arbitrability.
- C. WAIVER OF JURY TRIAL. BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE KNOWINGLY AND VOLUNTARILY WAIVING YOUR RIGHT TO A TRIAL BY JURY TO RESOLVE ANY AND ALL DISPUTES.
- D. Intellectual Property Claims Exempted. Notwithstanding the above, you agree that any dispute, controversy, or claim involving the intellectual property rights of you or UDC or UDC's affiliates or licensors may be brought in any state or federal court in the Southern District in the State of California, and you consent to the exclusive jurisdiction and venue in such courts.

32. Class Action Waiver.

To the fullest extent permitted by law, any Dispute must be brought in the respective Party's individual capacity and on an individual basis only, and not as a plaintiff or class member in any purported class, collective, representative, multiple-plaintiff, or similar proceeding ("Class Action"). You agree as to the Parties that you expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration, and the arbitrator may award damages on an individual basis only. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU

AGREE AND UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE ANY DISPUTE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION, EXCLUDING THE ENFORCEABILITY OF THIS CLASS ACTION WAIVER AS PROVIDED ABOVE.

33. Transactions.

UDC reserves the right to refuse orders placed on the Website for any reason. UDC may, in its sole discretion, limit or cancel quantities purchased per person, per business, per ADC, or per order. These restrictions may include orders placed by or under the same customer Account, the same credit card, the same e-mail address, the same IP address, and/or orders that use the same billing and/or shipping address. In the event UDC changes or cancels an order, UDC will attempt to notify you by contacting the email address, billing address or phone number provided at the time the order was made. UDC reserves the right to limit or prohibit orders that, in UDC's sole discretion, appear to be placed by unauthorized persons.

34. Notices.

UDC may provide you with notices, including those regarding changes to this Agreement and the [Privacy Policy](#), by email or postings on the Website, but this section places no additional requirements on UDC unless expressly set forth herein. By providing us with your email address, you consent to our using the email address you provide to send you any notices. Notices sent by email will be effective when we send the email. It is your responsibility to keep your email address current. For any questions and inquiries regarding this Agreement and UDC's practices, please use the "Contact Us" submission page at www.collectevo.com/contactus.

35. Waivers.

The failure to enforce any term or provision of this Agreement shall not be construed as a waiver by UDC of that term or provision. No term or provision of this Agreement will be considered waived, and no breach excused, by UDC unless such waiver or consent is in writing and signed on behalf of UDC. Any consent by UDC to, or waiver of, a breach by any user, shall not constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by any user. The consent or approval by UDC of any act shall not be deemed as consent or approval to or of any subsequent similar acts.

36. Entire Agreement; Construction.

This Agreement, which incorporates the [Privacy Policy](#), the [e-Pack Terms and Conditions](#), and the [Collect Forever Terms and Conditions](#), constitutes the entire agreement between you and UDC with respect to the Website and the subject matter herein. UDC may modify or amend this Agreement at any time and for any reason, and your continued use of the Website provides affirmative and continued acceptance of the terms and conditions set forth in this Agreement and any modifications thereof. This Agreement may not be modified or assigned unless such modification or assignment is in writing and signed by UDC. The headings of the paragraphs in this Agreement are for convenience only and in no way limit or affect the provisions hereof.

37. No Third Party Beneficiaries.

The terms in this Agreement do not and are not intended to confer any rights or remedies upon any person or entity other than you.

38. Severability.

The provisions of this Agreement shall be deemed severable and, if any provision of this Agreement is for any reason held to be invalid, unenforceable, unconscionable, or contrary to any law, and/or ordinance, such invalid or unenforceable provision shall not affect the validity of and enforceability of any other provisions.

39. Limitation of Actions.

You acknowledge and agree that any claim or cause of action you may have against UDC resulting from use of the Website or this Agreement must be commenced within two (2) years after the event has occurred, unless a shorter period applies under applicable law.

40. Force Majeure.

In the event UDC is unable to commence or complete the performance of its obligations or exercise its rights under the terms of this Agreement and/or in connection with the Website due to circumstances beyond its control, including, but not limited to, by reason of acts of God, fires, strikes, labor disputes, accidents, embargoes, riots, floods, earthquakes, pandemics, epidemics, wars, acts of terrorism, or governmental actions, UDC may suspend its obligations in connection with the Website, your Account, the ADCs, Unique Identifier, ADC Artwork, Physical Achievements, and this Agreement hereunder for a period equal to the period during which UDC is unable to commence or complete performance of its obligations for any of the reasons set forth herein.

41. Specific Performance and Injunctive Relief.

You acknowledge and agree that any breach of this Agreement or damage to the Website by you, on your behalf, or in connection with your account will cause immediate, irreparable injury to UDC where there is not an adequate remedy at law. UDC maintains the right to enforce this Agreement and any of its provisions by seeking injunction, specific performance, or other equitable relief without prejudice to any other legal or equitable relief to which it may have for breach of this Agreement and without the obligation to post a bond or other security and without any additional findings of irreparable injury, proving damages, or other conditions to injunctive relief.

42. Assignment.

You may not assign any of your rights or obligations under these terms, whether by operation of law or otherwise, without our prior written consent; however, the license to the ADC Artwork may automatically transfer, subject to the terms herein, with any transfer of the ADC, as provided in Section 4 above. We may assign our rights and obligations under this Agreement in our sole discretion to an affiliate, or in connection with an acquisition, sale or merger.