

Collect Forever Terms and Conditions

Date last modified: May 31, 2022

1. **Acceptance.**

The Collect Forever™ website, www.collectforever.com, including any downloadable material through the website, and all information, content, material, and related services contained within (collectively the “Website”) are provided by Collect Forever, LLC, a California limited liability company, located at 5830 El Camino Real, Carlsbad, California 92008 (“C4E”). The Website is available for your use, as described herein, subject to your compliance with these Website Terms and Conditions of Use (the “Agreement”) and the UDC Brands Privacy Policy (“Privacy Policy”). 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 Privacy Policy which is incorporated herein and by reference into these terms.

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 C4E, AND GOVERNS YOUR ACCESS AND USE OF THE WEBSITE, WHICH INCLUDES ANY INFORMATION, DATA, TOOLS, ITEMS OFFERED FOR SALE, SERVICES, AND OTHER CONTENT (TOGETHER, “CONTENT”) AVAILABLE ON OR THROUGH THE WEBSITE.

2. **Items.**

The Website provides users the opportunity to purchase certain collectable items on the Website (“Items”). Users may not list their own collectable(s) for sale on the Website.

3. **Scope of License.**

Subject to your agreement and continuing compliance with this Agreement, and any other relevant C4E policies, C4E 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 purchasing, viewing and shipping Items; and transferring Items to your e-Pack account. 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. Any sale, transfer, or attempted sale or transfer, of your account or any aspect thereof is a material breach and violation of the license and the terms of this Agreement.

C4E reserves the right to change, suspend, or discontinue the Website and/or the availability of any feature, Item, or content, for any reason, at any time, with or without notice, and without liability to you or any third party, except as may be otherwise provided in this agreement. C4E may also impose limits on certain features, functionality, and services or restrict your access to any or all parts of the Website without notice or liability.

4. **Restrictions on Use of the Website.**

You agree that you will NOT:

- A. Misuse the Website;
- 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 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;

- E. Harvest or otherwise collect information about users without their knowledge or consent;
- F. Engage in any fraudulent and/or misleading conduct, knowingly provide inaccurate, misleading, or false information regarding a transaction;
- G. Sell or transfer your account or any part thereof to anyone;
- H. Violate any applicable federal, state, provincial, local, municipal, and international laws or regulations;
- I. Use any meta tags or any other hidden text containing C4E's, or any of its affiliates' or their third party licensors', name or trademarks;
- J. Decipher, decompile, disassemble, or reverse engineer any of the software comprising, or in any way making up, any part of the Website;
- K. Access any content not intended for your use or log on to a server or account that you are not authorized to access;
- L. Probe, scan, or test the vulnerability of a system network or breach security or authentication measures without proper authorization;
- M. Interfere with the Website or servers or networks connected to the Website, or disobey any requirements of networks connected to the Website;
- N. Attempt to override or avoid any limits or restrictions established by C4E;
- O. Initiating an excessive number of chargeback requests or false chargeback requests, as determined by C4E 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 account access or suspension of your account or any of your accounts within the SSO environment, as defined herein. Additionally, any violation of the above restrictions may result in the forfeiture of your right to purchase Items. Where access to your account is limited by C4E for twelve (12) consecutive months or more, C4E 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 Items. This may, in turn, affect your ability to sign on to other websites under the SSO environment. All determinations will be made by C4E 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. C4E 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. C4E 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 C4E immediately as provided in Section 28 herein.

5. **Creating an Account.**

Anyone wishing to use or access the Website must register for his or her own account ("Account"). Accounts are non-assignable 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, and shipments.

By registering for an Account, you acknowledge and agree that your Login Credentials will also be used to access your e-Pack account and any other websites within The Upper Deck Company's single sign on environment ("SSO"). 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 may be restricted as well.

6. **Account Information.**

In order to register for an Account and/or purchase Items through the Website, C4E may ask you to select login credentials, which may include a password (“Login Credentials”). C4E may also ask you to provide certain personal information to create your Account or to purchase Items, 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 (collectively, “Account Information”). Your Login Credentials for the Website will also give you access to your e-Pack account, which is governed by the e-Pack Terms and Conditions. Your Account Information will be held and used in accordance with the Privacy Policy. You agree to provide C4E 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. C4E 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 C4E 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, Login Credentials, and for restricting access to your Account.

7. **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). In order to comply with such request, you must communicate in writing to C4E as provided in Section 28 herein your request for Account deletion, as well as confirmation that you have: (a) shipped any and all items within the SSO environment that have a physical counterpart that you wish to retain from your e-Pack account to your mailing address and relinquished your license to the digital placeholder of the items in your e-Pack account; and (b) relinquished all rights, title, and interest, where applicable, to your Account; failure to do so will delay C4E’s ability to delete your personally identifiable information. In order to delete your personally identifiable information, all Items in your e-Pack account will be deleted. You acknowledge and agree that your failure to comply with such terms may result in the forfeiture of all Items in your e-Pack account and you irrevocably waive any such rights and claims to such Items. C4E is not responsible for any damages or losses incurred pursuant to the deletion or loss of your personally identifiable information, Items, or Account contents. 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 7, all such information from any accounts under the SSO environment will also be deleted.

8. **Account Disputes**

C4E 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 of two hundred U.S. Dollars (\$200.00 U.S.D.) or more (a “Hold”). A Hold is defined as C4E’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 Items. You acknowledge and agree that C4E 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 C4E’s sole and absolute discretion.

9. **Age Restrictions**

The Website is only offered to adults who have reached the age of majority in their jurisdiction of residence and are at least eighteen (18) years old. The Website is intended for the use of adults who have reached eighteen and the age of majority. If you are under the age of eighteen (18) and the age of majority in your jurisdiction of residence, you are not permitted to use the Website. By using the Website, you certify that you are at least eighteen (18) or the age of majority in your jurisdiction of residence. You agree to provide C4E with accurate information concerning your age or identity upon registration. You also agree not to assist minors under the age of eighteen (18) or the age of majority in accessing the Website.

10. **Public Safety**

C4E may share your personally identifiable information with necessary third parties, agencies or persons in the event C4E, 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 C4E or third parties, and/or (c) report a crime or other offensive behavior.

11. Purchases.

- A. Pre-Order Items. Certain comic book Items will be released on the Website for pre-order, in which you may purchase the Item in advance of its estimated scheduled date of availability. The estimated date of availability for the pre-order Item will be displayed in the checkout process of the Website. After purchase, a digital placeholder of the pre-order Item will automatically be transferred to your e-Pack account as a temporary placeholder as well as the estimated scheduled date of availability. Once the pre-order Item becomes available from the manufacturer, you will receive an e-mail notification from C4E or e-Pack notifying you that your pre-order Items are now available to ship. You must log onto your e-Pack account in order to select to ship a physical version of the Item. The digital placeholder of the Item will only become available to trade on e-Pack after the pre-order Item becomes available from the manufacturer. C4E does not guarantee the availability or shipping timeframes for any pre-order Items.
- B. In-Stock Items. If you purchase an Item that is currently in stock at C4E at the time of purchase, you can choose to have the Item shipped to your residential address from C4E or alternatively, you may choose to transfer the Item to your e-Pack account, where it can be stored, traded, or shipped.
- C. Potential Variant. Certain comic books will have variant artwork covers (“Potential Variant”) that will be distributed through random selection. After you purchase an Item with a Potential Variant, you will know whether you in fact received the variant cover (“Variant Cover”) or the standard cover (“Standard Cover”) by checking your (1) order confirmation screen after your purchase is complete, or (2) order history of your C4E Account. The Variant Cover and the Standard Cover are mutually exclusive, such that if you receive the Variant Cover, you will not receive the Standard Cover and vice versa. The frequency of the Potential Variant is determined by C4E and may be based on the purchase requirements set by the manufacturer. The Variant Cover will be randomly awarded to those who purchase the particular comic book. Not all comic books will have a Potential Variant available. The likelihood of receiving a particular Variant Cover will be clearly displayed on the applicable product page on the Website prior to purchase. The odds for each Potential Variant are determined by C4E’s sole discretion. By purchasing a Potential Variant, you acknowledge and agree that the stated likelihood of receiving a particular Variant Cover reflects the average of the entire print and C4E does not guarantee any Variant Cover within any amount of Standard Covers purchased.
- D. No Purchase Necessary. There is no purchase necessary to enter or win a comic book which may be a variant (“Prize”). To enter without purchase, complete the alternate method of entry on the Website within the timeframe identified on the Website (“NPN Entry”). Upon receipt, your name will be entered to win a Prize. Only users with a valid and active Account may submit a NPN Entry. Users may submit only one (1) NPN Entry per calendar month per registered account. Entries that are forged, altered, garbled or generated by a macro, bot, or other automated means will not be accepted and will be void. The period in which to complete an Entry will close on the last day of every calendar month, whereby a new Entry period will open on the first day of every calendar month (“Entry Period”). At the close of each Entry Period, C4E will randomly select an Entry to win a Prize (“Winner”). The number of Winners per Entry Period will vary and is determined by the number of NPN Entry Prizes C4E stipulated each month, with a minimum of one (1) Prize per Entry Period. Winners will receive a Prize automatically in their e-Pack account within one (1) day of the close of relevant Entry Period. Prizes may vary. C4E will notify the Winners of the addition of the Prize to their e-Pack account via the email address provided in the user’s Account. Once added to a user’s e-Pack account, the user can store the Prize on their e-Pack account, trade the Prize, or ship the Prize to a residential address, at the user’s sole expense. Each Entry Period is open and offered only to natural persons who are legal residents of the United States and Canada, except for residents of Florida, New York, Rhode Island, Puerto Rico, and Quebec, who have reached the age of majority in their jurisdiction of residence. Officers, directors, employees, representatives, and agents of C4E and its affiliates, C4E’s third party distributors or related manufacturers, including without limitation, Lunar Distributors, LLC, Diamond Comic Distributors, Inc., and Penguin Random House, LLC, and their respective immediate families (i.e., parent, child, sibling or spouse) and/or household members (whether related or not) and any other persons or entities associated with these distributors are ineligible to enter or win. Void where prohibited by law.

- E. Purchase Disclaimers: All Items depicted on the Website are for demonstrative purposes only and is subject to change at C4E's sole discretion without further notice. The image, depiction, photograph, or rendering of the Item displayed on the Website are for illustrative purposes only and may not be an exact representative of the Item. C4E reserves the right to change the Item image and specifications, including but not limited to, titles, covers artists, prices, odds, order cut-off dates, and Item release dates, at any time without notice. Refer to Section 15 herein for complete information regarding returns, refunds and exchanges.

12. **Payment Information.**

- A. Credit Card Information. If you wish to purchase an Item 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 Item, 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 C4E has permission to process payment using third-party vendors of its choosing. You agree that all payment 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 mechanisms at the prices in effect when such charges are incurred. C4E reserves the right to change prices for Items available on the Website at any time for any reason.
- B. Taxes. In accordance with federal, state, provincial, municipal, and local laws, your purchases on the Website will be taxed using the applicable sales and/or use tax rates for your shipping address, which will be reflected on your invoice. You will be responsible for paying any applicable taxes, along with any applicable fees, relating to your purchases.
- C. International Shipments. For all shipments of Items outside of the United States of America ("USA"), duties or a goods and services tax ("GST") may be applied or collected at or before shipment. The duties and GST are calculated at the applicable rates for each Item being shipped.

13. **Shipping.**

Items may be shipped from C4E or the manufacturer. Shipping costs are subject to change and may vary depending on the Item. All comic books sold on C4E are shipped encased in a durable and protective plastic material with a security and identification label ("Soft Slab"). Any oversized comic book will be bagged and boarded and will not include a Soft Slab. Additional shipping options are available for selection at checkout and shipping add-on options are available at an additional cost for select Items. At the time of purchase, if you choose to transfer an Item to e-Pack and then ship the Item at a later date, shipping costs will be assessed at the time of shipment. You understand and acknowledge that shipping costs may differ depending on whether the Item is shipped from your e-Pack account or directly from C4E. C4E does not guarantee any shipping timeframes and is not liable for any shipping disruption, cancellation, or delay. C4E may, but without any obligation, attempt to notify you if there is any shipping disruption. C4E is not responsible for any loss or damage incurred during the shipping of the Items.

14. **Sale of Autographed Items.**

- A. To California Residents. With respect to the sale of autographed Items offered solely by C4E for five U.S. dollars (\$5.00 USD) or more and purchased by California residents, the following notice is provided pursuant to California Civil Code § 1739.7:
SALE OF AUTOGRAPHED MEMORABILIA: AS REQUIRED BY LAW, A DEALER WHO SELLS TO A CONSUMER ANY MEMORABILIA DESCRIBED AS BEING AUTOGRAPHED MUST PROVIDE A WRITTEN CERTIFICATE OF AUTHENTICITY AT THE TIME OF SALE. THIS DEALER MAY BE SURETY BONDED OR OTHERWISE INSURED TO ENSURE THE AUTHENTICITY OF ANY COLLECTIBLE SOLD BY THIS DEALER.
- B. To New York Residents. With respect to the sale of certain autographed Items in New York, the following notice is provided pursuant to New York Arts and Cultural Affairs Law, Title V-1, Sale of Autographed Sports Collectibles, NY CLS Art & Cult. Affr. § 60.04 (2006):
SALE OF AUTOGRAPHED SPORTS MEMORABILIA: AS REQUIRED BY LAW A DEALER WHO SELLS TO A CONSUMER ANY SPORTS MEMORABILIA DESCRIBED AS BEING PERSONALLY

AUTOGRAPHED FOR TWENTY-FIVE DOLLARS OR MORE MUST PROVIDE A WRITTEN CERTIFICATE OF AUTHENTICITY AT THE TIME OF SALE.

15. **Returns, Exchanges, and Refunds.**

- A. **General Policy.** ALL ITEMS ARE NON-RETURNABLE, NON-REFUNDABLE, AND NON-EXCHANGEABLE, with a limited exception for damaged Items, which shall be determined in C4E's sole discretion. If you receive an Item you believe is damaged, contact C4E within five (5) calendar days of receiving the physical Item pursuant to Section 28 herein. If there is a technical error with the receipt of your Item, please contact C4E immediately pursuant to Section 28 herein. If your shipping address is located within the European Union, by purchasing Items on the Website, you acknowledge and agree to the above terms of C4E's return policy and irrevocably waive any right or claim you may have to revoke the purchase such Item(s). All refunds are in C4E's sole discretion and C4E reserves the right to issue refunds, returns, and exchanges on a case by case basis.
- B. **Price Adjustment.** If a manufacturer, in its sole discretion, marks down the price of a pre-order Item you've already purchased, C4E will automatically adjust the sale price within fourteen (14) days from the date C4E receives notice from the manufacturer of the discounted price and the Item's publication on the Website. Any refund will be issued to your original payment method. In such event, C4E will notify you of such adjustment via the email address listed in your Account ("Price Adjustment"). All Price Adjustments are determined by C4E in C4E's sole discretion.
- C. **Canceled Items.** From time to time, pre-ordered Items may be canceled by the manufacturer. If you purchase an Item which is subsequently cancelled or is unable to be fulfilled for shipment, C4E will automatically issue a refund to your original method of payment within fourteen (14) days of the cancellation date. If you receive a Potential Variant Comic, which is later cancelled or is unable to be fulfilled for shipment, C4E reserves the right to replace the Potential Variant Comic with a substitute comic book of comparable value, as determined by C4E in its sole discretion. C4E will use commercially reasonable efforts to notify you in writing of any cancelled Items via the email address listed in your Account.

16. **Denial of Access and Termination.**

C4E 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 including, without limitation, if you breach any terms of this Agreement. C4E may terminate this Agreement without waiving any other legal or equitable remedies available to C4E. C4E will notify you of changes to your Account by the email listed in your Account. The consequences of such termination and any action affecting your Account shall also be determined by C4E on a case by case basis in its sole discretion, taking into consideration the severity of the violation or attempted violation. C4E 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 transfer or ship any and all Items within the SSO environment that have a physical counterpart ("Action Period"). Upon the expiration of the Action Period and C4E's termination of your Account, your right to use and access the Website and related services, including other accounts within the SSO environment, along with access to any Items transferred to your e-Pack account, will immediately cease. As such, your license to the digital version of any Items 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.

17. **Proprietary and Intellectual Property Rights.**

All material that appears on the Website, including, but not limited to, text, data, graphics, logos, button icons, images, audio clips, video clips, links, digital downloads, data compilations, and software and any derivatives, modifications, and improvements thereof are owned by, controlled by, licensed to, or used with permission by C4E or its third party vendors or sellers, and is and may be protected by patent, copyright, trademark, and other intellectual property rights, whether or not issued. The Website's materials are made available solely for your personal, non-commercial use and may not be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way, including by email or other electronic means, without C4E's express prior

written consent in each instance. You may download material that is intentionally and expressly made available for downloading through the Website solely for your use as permitted herein, provided that you keep intact any and all patent, copyright, trademark, and other proprietary notices that may appear on such materials and that you continue to comply with all terms of this Agreement with respect to the additional material.

Nothing contained on the Website 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 any intellectual property, without C4E's written permission or any third party that may own or license the material or content. Any misuse of the material and content on the Website is strictly prohibited. C4E will aggressively enforce its intellectual property rights to the fullest extent of the law, including but not limited to, seeking criminal prosecution.

18. **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 C4E should be notified of a possible online copyright infringement involving the Website, please provide written notification to C4E's designated agent:

Collect Forever, LLC
5830 El Camino Real
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 C4E to locate the material;
- D. Information reasonably sufficient to permit C4E 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.

C4E 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. C4E reserves the right and discretion to immediately terminate your access to the Website if C4E determines that you violated this Agreement following notice.

19. **Disclaimers.**

THE WEBSITE, ITEMS, ANY RELATED SERVICES, AND THE CONTENT, MATERIALS, OR INFORMATION CONTAINED WITHIN, ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS. C4E 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, ITEMS, RELATED SERVICES AND ALL CONTENT, MATERIALS, OR INFORMATION CONTAINED WITHIN. C4E DOES NOT GUARANTEE, REPRESENT OR WARRANT THE AVAILABILITY, VALUE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING, OR SPEED OF DELIVERY OF THE WEBSITE, ITEMS, AND/OR THE CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR ON BEHALF OF C4E OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE WEBSITE, ITEMS, 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 ANY DOWNLOADABLE CONTENT AVAILABLE THROUGH THE WEBSITE. IT IS ALSO YOUR RESPONSIBILITY TO PROTECT YOUR ACCOUNT AND PASSWORD INFORMATION AND C4E BEARS NO RESPONSIBILITY FOR LOSS OF ACCOUNT INFORMATION OR ANY UNAUTHORIZED ACCESS TO YOUR ACCOUNT RESULTING FROM THE LOSS OR DISCLOSURE OF YOUR PASSWORD. C4E 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 PURCHASES, TRANSFERS TO E-PACK AND ITEMS SALES ARE FINAL, AND C4E BEARS NO RESPONSIBILITY FOR LOSS OF INCOME OR VALUE ASSOCIATED WITH ANY SUCH TRANSACTION. C4E DOES NOT MAKE ANY GUARANTEES, DETERMINATIONS, REPRESENTATIONS, OR WARRANTIES REGARDING SUCH TRANSACTIONS, INCLUDING, BUT NOT LIMITED, TO ANY ASSOCIATED VALUE, AND C4E DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE WEBSITE WILL BE COMPLETELY FREE FROM ERROR. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU ARE PURCHASING AND SHIPPING, AND TRANSFERRING ITEMS AT YOUR OWN RISK. C4E FURTHER DISCLAIMS ANY RESPONSIBILITY OR LIABILITY WHATSOEVER WITH REGARD TO THE TRANSFER OF ITEMS TO E-PACK AND ANY SUBSEQUENT ITEM CLAIMS, TRANSACTIONS, SALES, OR ANY OTHER ACTIVITY AS IT RELATES TO E-PACK; ONCE TRANSFERRED, ANY ITEMS OR OTHER TRANSACTIONS OF SUCH ITEMS ARE SUBJECT TO EPACK’S TERMS AND CONDITIONS AND PRIVACY POLICY. 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.

20. **Third-Party Websites, Extensions, and Apps.**

C4E 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. C4E does not support any third party apps or extensions including, but not limited to, Google extensions. When you access a non-C4E website, extension, or app, including, without limitation, any third party vendor website, such website or app is independent from C4E, and C4E 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 apps and extensions at your own risk. C4E 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. C4E is not 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 application. Furthermore, a hyperlink to a non-C4E website, extension, or app does not in any way imply or express that C4E endorses, makes any representations or warranties regarding, or accepts any responsibility for the content, or the use, of the linked site.

21. **Updates to Agreement.**

From time to time, C4E may update and modify the terms of this Agreement and/or Privacy Policy as necessary and in its sole discretion. 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.

22. **Indemnity.**

By accessing the Website, you agree to indemnify, defend, and hold harmless C4E, 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 attorney’s fees) made arising from or related to your use of the Website, any transaction resulting from your use of the Website, your connection to the Website, your violation of the terms of this Agreement, and/or your violation of any proprietary or privacy rights of another. In such, C4E 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.

23. **Limitation of Liability.**

IN NO EVENT SHALL C4E, 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, ITEMS, 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.

Whereas between users and the third party collector retailer, the Website is exclusively limited to its use as described herein and any sale initiated by users of any Items, or any other Items is not endorsed by C4E and is assumed by users at their own risk. C4E is not responsible in any way for transactions outside of the Website’s platform, including, without limitation, sales of Items on e-commerce platforms such as eBay. You are solely responsible for all transactions regarding or related to the Website outside of the Website’s platform, and C4E disclaims all liability in regard to all sales outside the Website.

24. **Choice of Law.**

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

25. **Dispute Resolution.**

A. **Arbitration:** Except as specifically excluded herein and except where not permitted by applicable law, the parties agree that any dispute, controversy or claim (“Dispute”) arising out of, related to, or having any relationship or connection whatsoever to the Website, Items, Prizes, NPN Entry, any relationship or conduct between the parties, 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 resolved by one arbitrator through mandatory and binding arbitration administered by an a retired state or federal judge on the American Arbitration Association (“AAA”) national roster of arbitrators who is able to conduct the arbitration in San Diego, California. If the parties are unable to agree on an arbitrator, an arbitrator shall be determined pursuant to Rules 15-20 of the AAA Consumer Arbitration Rules (“AAA Consumer Rules”) (presently available at <https://www.adr.org/sites/default/files/Consumer-Rules-Web.pdf>). This Arbitration Agreement is made pursuant to the Federal Arbitration Act and the Dispute will be decided by arbitration in

accordance with the AAA Consumer Rules then in effect subject to the modifications described in this Section. At this time, the instructions for initiating AAA arbitration can be found at “R-2” of the AAA Consumer Rules and a template for a AAA Consumer Arbitration demand may be found at: https://www.adr.org/sites/default/files/Consumer_Demand_for_Arbitration_Form_3.pdf. Except as provided herein, the arbitration shall be conducted in accordance with AAA Consumer Rules, rather than any federal or state rules of civil procedure. The AAA Consumer Rules may provide more limited discovery compared to federal or state rules of civil procedure. The arbitrator shall honor claims of privilege and privacy recognized under California law and shall take reasonable steps to protect all confidential information. Each party may be represented by legal counsel of their own choosing. To the fullest extent permitted by law, each party shall pay its own attorneys’ fees. To the fullest extent permitted by law, the expense of the arbitration will be shared equally between the parties. Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The award or decision by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court. The arbitrator shall not have the authority to add to, amend, or modify existing law and all awards will be based solely on the law which would govern the Dispute if it had been brought in a court of law. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any party was not a named party in the arbitration. 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 the parties 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 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 the parties from bringing applicable Disputes in the 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 THE PARTIES TO CLEARLY AND UNMISTAKEABLY 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, OR AND 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. **Intellectual Property Claims Exempted:** Notwithstanding the above, the parties agree that any dispute, controversy, or claim involving the intellectual property rights of the parties or the parties’ affiliates or licensors may be brought in any state or federal court in the Southern District in the State of California, and the parties consent to exclusive jurisdiction and venue in such courts.

26. **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”). The parties 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, THE PARTIES AGREE AND UNDERSTAND THAT THEY ARE WAIVING THEIR 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, EXCEPT AS STATED HEREIN, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

27. **Transactions.**

C4E reserves the right to refuse orders placed on the Website for any reason. C4E may, in its sole discretion, limit or cancel quantities purchased per person, per business, 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 C4E changes or cancels an order, C4E will attempt to notify you by contacting the e-mail provided at the time the order was made. C4E reserves the right to limit or prohibit orders that, in C4E’s sole discretion, appear to be placed by unauthorized persons.

28. **Notices.**

C4E 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 C4E unless expressly set forth herein. For any questions and inquiries regarding this Agreement and C4E’s practices, please use the “Contact Us” submission page at www.collectforever.com/contactus.

29. **Waiver.**

The failure to enforce any term or provision of this Agreement shall not be construed as a waiver by C4E of that term or provision. No term or provision of this Agreement will be considered waived, and no breach excused, by C4E unless such waiver or consent is in writing and signed on behalf of C4E. Any consent by C4E 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 C4E of any act shall not be deemed as consent or approval to or of any subsequent similar acts.

30. **Entire Agreement.**

This Agreement, which incorporates the Privacy Policy and the e-Pack Terms and Conditions, constitutes the entire agreement between you and C4E with respect to the Website and the subject matter herein. C4E 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.

31. **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.

32. **Limitation of Actions.**

You acknowledge and agree that any claim or cause of action you may have against C4E 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.

33. **Force Majeure.**

In the event C4E 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, C4E may suspend its obligations in connection with the Website, the Items, and this Agreement hereunder for a period equal to the period during which C4E is unable to commence or complete performance of its obligations for any of the reasons set forth herein.

34. **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 C4E where there is not an adequate remedy at law. C4E 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.