

## **The Upper Deck Company e-Pack Terms and Conditions**

*Date last modified: January 15, 2025*

### **1. Acceptance.**

The Upper Deck Company e-Pack® website ([www.upperdeckepack.com](http://www.upperdeckepack.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 5830 El Camino Real, Carlsbad, California 92008 (“UDC”). The Website is available for your use, as described herein, subject to your compliance with these Website Terms and Conditions (the “Agreement”). 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](#) (“Privacy Policy”) (available at [www.upperdeckepack.com](http://www.upperdeckepack.com)), 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 UDC, 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 items on the Website which can be opened digitally (collectively “Digital Items”) with the option, where applicable, to receive the physical counterpart to those Digital Items (“Physical Items”). The Digital Items and Physical Items are collectively referenced herein as the “Items.” Additionally, users can claim one (1) free pack of trading cards each day (“Free Packs”) on the Website. By opening Free Packs, you are granted a non-exclusive, personal, non-sub licensable, royalty free, revocable, limited license to use and access the Website to the Digital Items.

### **3. Scope of License.**

Subject to 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 purchasing, viewing, trading, and shipping Items. 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. The Website provides users with the ability to instantly purchase certain Digital Items, which grants users a license to access the digital representation of a Physical Item. Digital Items are provided to you under a non-exclusive, non-assignable, personal, non-sublicensable, royalty free, revocable limited license to use within the Website. This does not preclude users from engaging in transactions involving Items on platforms like eBay. Other than the limited license and rights provided herein, no property interest, right, or title in or to any Digital Items is conveyed. 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, nor will you transfer any copyright or other intellectual property rights. Any sale, transfer, or attempted sale or transfer, of your account is a material breach and violation of the license and the terms of this Agreement.

UDC 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 and as a result, the license to any Digital Items shall be revoked. UDC may also impose limits on certain features 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 (e.g. harass other users via the chat feature; provide inaccurate, misleading, or false information regarding a transaction or trade);
- 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; (ii) contains 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 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 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 video, 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. Attempt to override or avoid any daily Free Pack limits or restrictions established by UDC;
- T. 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); and
- U. Initiate 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 Account access, or suspension of your Account or any of your accounts within the SSO environment. Additionally, any violation of the above restrictions may result in the forfeiture of your right to purchase Items, license to the Digital Items, and/or claim the physical version of any applicable Digital Items associated with your Account. 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 Items. 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 29 herein.

#### 5. **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 Digital Items. 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 not the responsibility of UDC. UDC may access User Content if required by law, or UDC has a good faith belief that access is reasonably necessary for the service, maintenance, or operation of the Website. 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 in Section 4 herein.

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 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 without notice. 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 4). 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 4, you may contact UDC as provided for in Section 29 herein. UDC, in its sole discretion, may pursue any action it deems necessary to address alleged violations.

6. **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, trades, and shipments.

By registering for an Account, you acknowledge and agree that your Login Credentials will also be used to access 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.

7. **Account Information.**

In order to register for an Account and/or purchase Items 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 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 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. You agree to provide UDC with accurate, complete, and updated information with regard to all aspects of your Account 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, Login Credentials, for restricting access to your Account, and you agree to accept responsibility for all activities that occur under your account or password. 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 shipments.

8. **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 to UDC as provided in Section 29 herein, in writing, your request for Account deletion, as well as confirmation that you have: (a) shipped any and all Physical Items within the Account and any additional items from any other account within the SSO environment that you wish to retain to your mailing address; (b) relinquish your license to the Digital Item(s) in your Account and any additional digital items from any other account within the SSO environment; and (c) relinquished all rights, title, and interest, where applicable, to your Account and any additional accounts within 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 Items in your Account and any additional items from any other account within the SSO

environment will be deleted, and you will automatically relinquish your license to all Items in your Account and any items from other accounts within the SSO environment. You acknowledge and agree that your failure to comply with such terms may result in the forfeiture of all Items in your Account and additional items in any account within the SSO environment and you irrevocably waive any such rights and claims to such Items. UDC is not responsible for any damages or loss pursuant to the deletion or loss of your personally identifiable information, Items, Account contents, items in any additional SSO account or SSO 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 8, all such information from any accounts under the SSO environment will also be deleted.

9. **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 of 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 Items. You acknowledge and agree that UDC shall be entitled to contest and recover any costs and fees, including, without limitation, lawyers’ 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.

10. **Age Restrictions.**

The Website is intended for the use of adults who are eighteen (18) years or older and who are of the age of majority. If you are under the age of majority in your state, province or territory or 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. 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) and the age of majority in accessing the Website.

11. **Public Safety.**

UDC may share your personally identifiable information with necessary 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.

12. **Purchases.**

- A. **Free Packs.** UDC offers a daily free pack for categories of Items available for purchase on the Website (“Free Pack”). The category and availability of Free Packs are in UDC’s sole discretion. Each Free Pack will contain a base trading card and will not contain special inserts, including but not limited to, autographs or memorabilia. Users may open one (1) Free Pack each calendar day. The availability of an Item or Free Pack is strictly contingent upon UDC obtaining and maintaining relevant licenses with certain licensors, vendors, and other third parties. If UDC does not obtain or maintain such requisite licenses or agreements at any time and for any reason, UDC may, in its sole discretion and without notice, discontinue the affected Item or Free Pack.
- B. **Item Fee.** Certain Digital Items will be released on the Website with a Physical Item counterpart. By purchasing a license, as described herein, to such applicable Digital Item(s), you maintain the option to subsequently receive the Physical Item counterpart subject to the following additional fee per Physical Item (“Item Fee”), plus shipping, handling and (where applicable) GST. If you opt to ship a Physical Item, the Item Fee is listed at checkout and automatically charged to you when you opt to have the Physical Item(s) mailed to you. You are not obligated to obtain the Physical Item, if you do not wish to do so. UDC shall waive the Item Fee for users who transfer the corresponding, applicable Physical Item(s) to their valid and linked Check Out My Card (“COMC”) account where applicable; additional COMC fees may apply. Users may be restricted from receiving the Physical Item based on his/her residence and/or billing address. Users may be restricted from transferring the Physical Item to a linked COMC account based on the type of Physical Item, such as Grandeur Coins and any other Upper Deck Authenticated (“UDA”) branded Items including memorabilia and collectibles.
- C. **Purchase Disclaimers.** All Items depicted on the Website are for demonstrative purposes only and is subject to change at UDC’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. UDC reserves the right to change the Item image and specifications at any time without notice. Refer to Section 15 herein for complete information regarding returns, refunds and exchanges.

- D. Achievements. UDC may occasionally make certain achievements available for owning a particular set of Items (“Achievement”). To obtain the Achievement, you may redeem or combine certain Items. The availability of each Achievement is at UDC’s sole discretion. If an Achievement must be earned by, or on, a specified date, after such date you will no longer be able to earn that Achievement. If an Achievement has a limited quantity, once all available inventory has been earned by users, you will no longer be able to earn this Achievement, even if the expiration date has not passed. Unless otherwise noted, in the event all available inventory has been earned, no alternative Achievements will be provided. UDC is not responsible if a user incorrectly combines and/or redeems Items, or ships Items required for an Achievement off the Website, which result in the user no longer maintaining the requisite Items to earn a specific Achievement.
- E. Redemptions. Certain trading card packs may contain time-sensitive redemption cards. All redemption cards shall expire within two (2) years from December 31 of the copyright year printed on the trading card pack. Please adhere to such expiration dates in order to redeem your trading card. For more information, please contact UDC per Section 29 herein.

### **13. Payment and Shipping 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 UDC has permission to process payment using third-party vendors of its choosing. 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 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. UDC reserves the right to change prices for Items available on the Website at any time for any reason.
- B. Taxes. In accordance with state 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 Shipping. For international shipments of Items, duties or 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.
- D. Shipping Disclaimers. Shipping costs are subject to change and may vary depending on the Item shipped. All shipping options are available for selection at checkout. Shipping add-on options are available at an additional cost for select Items. UDC does not guarantee any shipping timeframes. UDC is not liable for any shipping disruption or delay. UDC may, but without any obligation to, attempt to notify you if there is any shipping disruption. UDC is not responsible for any loss or damage incurred during the shipping of the Physical Items. When shipping Physical Items, you are solely responsible to identify and declare the corresponding value for such Physical Item and for all costs thereof including, without limitation, insurance, in the event you elect a shipping tier that insures the Item(s) while in transit. If an order is lost, damaged, or stolen in transit or prior to delivery, the Physical Item(s) may be replaced by UDC with the same Item, or an Item of substantially similar value, as determined by UDC in its sole discretion, and not to exceed the declared value.
- E. Shipping Limitations. Marvel-licensed Items are subject to and restricted in certain territories (collectively the “Restricted Territories”); attempts to purchase and ship Marvel-licensed Items in a Restricted Territory will be

precluded during checkout. Trading for Marvel-licensed Items in a Restricted Territory will result in a text pop-up notifying you of these shipping restrictions.

**14. Sale of Autographed Items.**

- A. To California Residents. With respect to the sale of autographed Items offered solely by UDC for five dollars (USD \$5.00) 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.**

ALL ITEMS ARE NON-RETURNABLE, NON-REFUNDABLE, AND NON-EXCHANGEABLE, with a limited exception for damaged Items, which shall be determined in UDC's sole discretion. If you receive an Item you believe is damaged, contact UDC within five (5) calendar days of receiving the physical Item pursuant to Section 29 herein. If there is a technical error with the receipt of your Item, please contact UDC immediately pursuant to Section 29 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 UDC's return policy and irrevocably waive any right or claim you may have to revoke the purchase such Item(s).

**16. Trades.**

The Website provides the ability to exchange Digital Items 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 initiated a trade and it expired prior to receiving a response, you may initiate the trade again, subject to your compliance with Section 4 herein. All accepted trades are final 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 Items solely at your own risk. UDC is not liable in any way for any trades between Website users.

**17. 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 including, without limitation, if you breach any terms of this Agreement. Where an account is disabled, UDC may remove the contents of that account after that 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 by 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 transfer or ship any and all Items within the SSO environment that have a Physical Item ("Action Period"). 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, along with access to any Items transferred to your Account, will immediately cease. As such, your

license to the digital version of any Items as well as any additional items within the SSO 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.

18. **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 UDC 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 UDC'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 UDC'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. UDC will aggressively enforce its intellectual property rights to the fullest extent of the law, including seeking criminal prosecution.

19. **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  
5830 El Camino Real  
Carlsbad, CA 92008  
Attn: General Counsel  
Email: [contracts@upperdeck.com](mailto: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 any user's access to the Website if UDC determines that the user violates this Agreement following notice to such user.

20. **Disclaimers.**

THE WEBSITE, ITEMS, FREE PACKS, CHAT FUNCTION, MATERIALS, 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, ITEMS, FREE PACKS, 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, ITEMS, 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, FREE PACKS, ITEMS, MATERIALS, 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 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 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 TRADES, PURCHASES, AND TRANSFERS, 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, TRADING, TRANSFERRING, SHIPPING, AND CLAIMING ITEMS AND FREE PACKS 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 ITEMS TO COMC AND ANY SUBSEQUENT ITEM CLAIMS, TRANSACTIONS, SALES, OR ANY OTHER ACTIVITY AS IT RELATES TO COMC; ALL SUCH TRANSACTIONS WILL BE HANDLED BY COMC AND ONCE TRANSFERRED, ANY PHYSICAL ITEMS OR OTHER TRANSACTIONS OF SUCH ITEMS ARE BE SUBJECT TO COMC’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.

**21. 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, the COMC website or any third party vendor website, such website 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 apps and extensions 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 application. 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 site.

**22. 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. 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.

**23. 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) made arising from or related to your use of the Website, any transaction resulting from your use of the Website (including, but not limited to, any trade or sale of Items and Free Packs), your use of the Chat Feature, your Account, 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, 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.

**24. 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, ITEMS, FREE PACKS, CHAT FUNCTION, 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, 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 UDC and is assumed by users at their own risk. UDC is not responsible in any way for transactions outside of the Website’s platform, including, without limitation, sales of Items on platforms such as eBay. 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.

**25. 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 provisions that require the application of the law of any other state or province.

**26. Dispute Resolution.**

- a. Arbitration: Except as specifically excluded herein, you agree as to you and Upper Deck (collectively the "Parties") that any dispute, controversy or claim ("Dispute") arising out of, related to, or having any relationship or connection whatsoever to the Website, 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-1" 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](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. You agree as to the Parties that 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. 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. You agree as to the Parties that any 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, state, provincial, 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. UDC will pay for all arbitration costs relating to the arbitrator's determination of gateway issues of arbitrability, including any disputes that one of the parties waived the right to arbitration. 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, you agree as to the Parties 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 State of California, and the parties consent to exclusive jurisdiction and venue in such courts.

**27. 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 AS TO THE PARTIES THAT 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.

**28. Transactions.**

UDC reserves the right refuse orders placed on the Website. UDC 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 UDC changes or cancels an order, UDC will attempt to notify you by contacting the e-mail and/or billing address/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.

**29. 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. For any questions and inquiries regarding this Agreement and UDC's practices, please use the "Contact Us" submission page at <https://www.upperdeckepack.com/ContactUs>

**30. Waiver.**

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.

31. **Entire Agreement.**

This Agreement, which incorporates the Privacy Policy, 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.

32. **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.

33. **Limitation of Actions.**

You 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.

34. **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, wars, acts of terrorism, or governmental actions, UDC may suspend its obligations in connection with the Website, the Items, 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.

35. **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.