

Evolution Terms and Conditions

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The Evolution website, www.collectEVO.com, including any downloadable material through the website, and all information, content, avatars, material, and related services contained within (collectively the “Website”) are provided by The Upper Deck Company a Nevada limited liability company, 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 Terms and Conditions (the “Agreement”), the [e-Pack Terms and Conditions](#), the [Collect Forever Terms and Conditions](#), 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.

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

1. Items.

The Website provides users the opportunity to display, purchase, trade, transfer, and view certain digital collectibles (each an “Authentic Digital Collectible” or “ADC”) on the Website. ADCs are records of ownership of the unique digital version of the Items underlying metadata. The ADC, along with the physical counterpart of the ADC—if applicable (“Physical Counterpart”), are collectively referenced herein as the “Items”. Items are not investment products and users should not purchase and/or trade items with expectation of making a profit. Once an ADC is purchased, the underlying digital version of the Items metadata is transferred with it, but does not represent any copyright ownership of the underlying asset. Copyright or property right to the Items underlying metadata will not be transferred.

2. Reservation of Right to Change or Discontinue Website.

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. UDC 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.

3. License Granted.

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 displaying, purchasing, trading, transferring, and viewing Items. The Website provides users with the ability to instantly purchase certain ADCs, which grants users a license to access the ADCs that may be a digital representation of a Physical Counterpart. ADCs are provided to you under a non-exclusive, non-assignable, personal, non-sublicensable, royalty free, revocable limited license to use within the Website. Furthermore, UDC hereby grants you a non-exclusive, non-transferable, non-sublicensable, non-

assignable, royalty-free, revocable limited license to use avatars on the Website solely as permitted through the normal functionality of the Website consistent with the terms of this Agreement, and you do not retain any rights to sublicense such avatars, nor will you transfer any copyright or other intellectual property rights to the Items and the unique digital version of the Items underlying metadata of the ADCs. Anyone wishing to use or access the Website must register for his or her own account on one of the UDC or its affiliates' platforms which includes www.upperdeckepack.com, www.collectevo.com, or www.collectforever.com ("Account"). 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.

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. UDC reserves the right to change, suspend, or discontinue the Website and/or the availability of any feature, ADC, Item, or content, for any reason, at any time, with or without notice, and without notice or liability to you or any third party, and as a result, the license to any ADCs 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. Prohibited Uses of License.

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

5. Use of the Website.

- a. **Website Ownership:** UDC owns all legal rights in and to all elements of the Website, including but not limited to, the design, systems, and compilation of the content, code and all other elements of the Website. You understand and acknowledge that your use of the Website does not grant you ownership of or any other rights with respect to the Website.
- b. **Information Provided As-Is:** The information contained on the Website is provided on an "as-is" basis, without any knowledge as to your specific circumstances. The Website may become unavailable at times due to maintenance or malfunction of computer equipment, and there may be delays, omissions or inaccuracies in information contained in the Website. The information on the Website does not constitute the rendering of legal, accounting, tax or other such professional advice.
- c. **Changes to the Website:** UDC is constantly innovating the Website to help provide the best possible experience. You acknowledge and agree that the form and nature of the Website, and any part of it, is subject to change from time to time without prior notice. You acknowledge that UDC may add new features and change any part of the Website at any time without notice.

- d. **Minimum Age:** You affirm that you are eighteen (18) years or older and/or over the age of majority in your province or territory of residence (“Minimum Age”). The Website is not intended for Users under the Minimum Age and as such, you may not use the Website if you are under this age. UDC does not knowingly collect information from or direct any of its content specifically to Users under the Minimum Age. If UDC learns or has reason to suspect that you are under the Minimum Age, UDC will immediately terminate your Account.

6. Website Restrictions.

You acknowledge and agree that you will not:

- a. Misuse the Website or otherwise use the Website for purposes other than those set forth by this Agreement;
- b. Impersonate any other individual or entity, or otherwise misrepresent your affiliation with another person or entity, in connection with your use of the Website;
- c. Use any disparaging or derogatory language in your Website username, the e-mail address used to log in to the Website, and your operation and use of the Website;
- d. Post, transmit, upload, or otherwise make available on the Website any content that (i) harasses, abuses, defames, or threatens other users; (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, including but not limited to, 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, local, and international laws or regulations;
- k. Unlawfully make available, distribute, upload, copy, and/or share any videos, photos, downloads, or other content provided by UDC or through the Website, or any reproduction of such content, to any other website, app, streaming technology, peer-to-peer software, through text messaging or email, social media, messaging platforms, or any other unauthorized distribution channels unless expressly authorized to do so by UDC;
- l. Use any meta tags or any other hidden text containing UDC’s, or any of its affiliates’ (including third party licensors), name or trademarks;
- m. Decipher, decompile, disassemble, or reverse engineer any of the software comprising, or in any way making up, any part of the Website;
- n. Access any content not intended for your use or log onto a server or account that you are not authorized to access;
- o. Probe, scan, or test the vulnerability of a system network or breach security or authentication measures without proper authorization;
- p. Interfere with the Website or servers or networks connected to the Website, or disobey any requirements of networks connected to the Website;

- q. Use the Website to distribute spam by publishing or distributing repetitive commercial content;
- r. Use the Website to sell or otherwise facilitate, further, or organize any sale for monetary consideration on the Website;
- s. Infringe or violate, or permit others to infringe or violate, any UDC and/or third party rights in connection with avatars on the Website (including, without limitation, any intellectual property rights);
- t. Attempt to override, modify, or supersede any purchasing limits or restrictions established by UDC; and
- u. Initiating an excessive number of chargeback requests or false chargeback requests, as determined by UDC in its sole discretion.

Any violations of the above restrictions of this Agreement, or any attempts to violate this Agreement, may result in the immediate termination, restriction of the use of trading, chat, Account access, purchasing, or suspension of your Account or any Account within UDC's and its affiliates' single sign-on environment (collectively the "SSO environment"), as defined herein. UDC takes commercially reasonable measures to prevent unlawful use of the Website of which UDC has knowledge or awareness. Additionally, any violation of the above restrictions may result in the forfeiture of your right to purchase Items, trade Items, message, and/or other functionalities as deemed appropriated by UDC. Where access to your Account is limited by UDC for twelve (12) consecutive months or more, UDC has the right to permanently disable and remove all contents from that Account or any Account within the SSO environment, including but not limited to, any and all 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. UDC also reserves the right to add to or amend this list of restrictions at any time.

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 of this Agreement.

7. Account Set-Up.

- a. **Creating an 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 or trades and chat messages. By registering for an Account, you acknowledge and agree that your Login Credentials will also be used to access any websites within the SSO environment. If at any point your access to your Account is restricted for any reason, including without limitation, for violations of this Agreement, your access to other websites within the SSO environment may be restricted as well.
- b. **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, payment information, and in some cases, telephone number or other verifications (collectively, "Account Information"). Your Login Credentials for the Website will also give you access to your e-Pack and Collect Forever account(s), which is governed by the [e-Pack Terms and Conditions](#), the [Collect Forever Terms and Conditions](#), and any other websites within the SSO environment. Your Account Information will be held and used in accordance with the Privacy Policy including the Cookie Settings. You agree to provide UDC with accurate, complete, and

updated information with regard to all aspects of your Account(s) on the Website. Failure to do so may limit your ability to access account recovery tools or your Account. UDC has the sole and absolute discretion to terminate your Account(s), restrict functions of the Website, or place a hold on a user's Account who UDC believes to be in violation of any portion of this Agreement. You are responsible for maintaining the confidentiality of your Account, Login Credentials, and for restricting access to your Account. You acknowledge and agree that UDC reserves the right to obtain additional information necessary to conduct customer due diligence, report information to competent authorities, and comply with applicable laws and regulations.

- c. **Removing Account Information:** If you request in writing the erasure of your Account Information pursuant to the terms in the Privacy Policy, your Account will be made permanently unrenderable and inaccessible (including the contents in the Account and any other account within the SSO environment). 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 relinquished all rights, title, and interest, where applicable, to your Account; failure to do so will delay UDC's ability to delete your Account Information. In order to delete your Account Information, all Items in your Account and any other account within the SSO environment 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 Account and you irrevocably waive any such rights and claims to such Items. UDC is not responsible for any damages or losses incurred pursuant to the deletion or loss of your Account Information, Items, or Account contents. Please see the [Privacy Policy](#) for more information as to how to request the erasure of your Account Information. You acknowledge and agree that if you request the erasure of certain Account Information pursuant to this Section 7, all such information from any accounts under the SSO environment will also be deleted.

8. Account Security.

- a. **Account Security:** You are responsible for maintaining your Account security, including protecting your username and password, and by registering for an account, 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, trades and chat messages. Should you become aware of any unauthorized use of your Account or password, notify us immediately pursuant to the notice requirements in Section 29 herein.
- b. **Public Safety:** As provided in the [Privacy Policy](#), UDC may share your Account Information with necessary agencies or persons in the event UDC, in good faith, believes it will (i) prevent physical injury or harm to yourself or members of the public; (ii) protect the rights, property or safety of UDC or third parties, and/or (c) report a crime or other offensive behavior.
- c. **Account Transactions:** Transactions that take place on the Website are managed and confirmed through a private ledger. When available, users may remove an Item from the Website and mint it to the Ethereum Blockchain. By removing an Item from the Website and minting it to the Ethereum Blockchain, you acknowledge, agree, and understand that your Ethereum Blockchain public address will be publicly visible whenever you (i) export ADCs to a public blockchain; (ii) import ADCs from a public blockchain; or (iii) engage in a transaction where your Ethereum public address will be utilized. You also understand and acknowledge that any non-user addresses of individuals who purchased ADCs while on the public blockchain may also be visible.

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 (USD \$200.00) or more (a "Hold"). A Hold is defined as UDC's capacity to limit, restrict, and/or prevent your capabilities on the Website or any other websites within the SSO environment including, but not limited to, logging in to the

Website or purchasing and/or trading Items, and sending chat messages. You acknowledge and agree that UDC shall be entitled to contest and recover any costs and fees, including, without limitation, attorneys' fees, incurred due to chargebacks from users that occur in relation to transactions taking place on the Website, in UDC's sole and absolute discretion.

10. Purchasing and Earning Items.

- a. Methods of Purchase: To purchase blind-packaged Items directly from UDC, you may use a credit card.
- b. Acquiring Items: The Website allows you to purchase, earn, and trade Items. The Website includes a Digital Trading Marketplace, and when available, upon exportation uses a decentralized application operating on blockchain and is expressly not a trader, contractor, broker, seller, financial institution, or creditor. You acknowledge and agree that nothing contained herein or on the Website constitutes a solicitation, recommendation, endorsement, or offer by UDC or its affiliates to buy or sell any securities or other financial instruments. UDC facilitates trade between users and is not a party to any agreement between users.
- c. Purchasing Items: Items available for purchase vary in levels of scarcity and UDC reserves the right to modify the types, prices and number of Items available for purchase at any time, in UDC's sole discretion. Before purchase, each Item will be clearly marked with a description of the Item, but may not disclose the exact Item.
- d. Returns and Exchanges: Due to the unique characteristics of each Item, all Items are non-returnable, non-refundable, and non-exchangeable. If there is a technical error with the receipt of your Item, please contact UDC immediately pursuant to Section 29 herein. If your country of residence 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 of such Item(s).
- e. Earning Items: We 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, transfers 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.
- f. Ability to Win ADC: Users with an active Account will have the ability to enter to win an ADC that may have a Physical Counterpart ("Prize") pursuant to the [Evolution Authentic Digital Collectible Sweepstakes Official Rules](#). No purchase is necessary to enter or win for Users who wish to participate in the Sweepstakes, however, Users must follow, meet and comply with the official rules. Any purchases made will not increase a User's chance of winning a prize.

11. Item Characteristics.

- a. Item Description: Each Item has a defined set of attributes, including scarcity. Some ADCs may have a Physical Counterpart which may be shipped to you from the e-Pack website once you transfer the Item from your Account to your e-Pack account. You are solely responsible for paying any costs or fees associated with shipping any Physical Counterpart, which may include an Item Fee. UDC does not guarantee the shipping timeframe for Physical Counterparts and is not liable for any delays.
- b. Pricing: You acknowledge the risk that the price and/or value of an Item purchased on the Website may not remain constant. Fluctuations in the price of other digital assets could materially

and adversely affect the Item, which may also be subject to significant price volatility. UDC does not represent, warrant or guarantee that the price and/or value of any particular Item will remain constant.

12. Payment and Fees.

- a. **Financial Transactions on the Website:** 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 and are bound by such third party’s terms and conditions and privacy policies. You agree that all information that you provide will be accurate, complete, and current and that you have authorization to use and provide such information. You agree to pay all charges incurred by users of your credit card or other payment mechanism at the prices in effect when such charges are incurred. UDC reserves the right to change prices for Items available on the Website at any time. In accordance with state, local, and foreign law, your purchases on the Website will be taxed using the applicable sales and/or use tax rate and/or currency conversion for your shipping address, which will be reflected in your invoice; users located outside of the U.S.A. may be subject to additional transaction fees imposed by credit card processors. You will be responsible for paying any applicable taxes, along with any applicable fees, relating to your purchases.
- b. **Item Fee and Shipping:** Certain Items will be released on the Website with a Physical Counterpart. Pursuant to the grant of license described herein for applicable Item(s), you maintain the option to subsequently receive the Physical Counterpart subject to the following additional fee per Physical Counterpart (“Item Fee”), plus shipping, handling and (where applicable) goods and service tax. If you opt to ship a Physical Counterpart, the Item Fee is listed at checkout and automatically charged to you when you opt to have the Physical Counterpart(s) mailed to you. You are not obligated to obtain the Physical Counterpart, if you do not wish to do so. Users may be restricted from receiving the Physical Counterpart based on his/her residence and/or billing address. For all shipments of Physical Counterparts 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. Certain Items will be released on the Website with a Physical Counterpart. Physical Counterparts must be transferred to e-Pack and shipped pursuant to the [e-Pack Terms and Conditions](#). Shipping costs are subject to change and may vary depending on the Physical Counterpart shipped. All shipping options are available for selection at checkout. Shipping add-on options are available at an additional cost for select Physical Counterparts. UDC does not guarantee any shipping timeframe and is not liable for any shipping disruption or delay. UDC may, but is not obligated to, attempt to notify you if there is any shipping disruption. UDC is not responsible for any loss, destruction, or damage incurred during the shipping of the Physical Counterpart. When shipping Physical Counterparts through e-Pack, you are solely responsible to identify and declare the corresponding value for such Physical Counterpart and for all costs thereof including, without limitation, insurance, in the event you elect a shipping tier that insures the Physical Counterpart while in transit. If an order is lost, damaged, or stolen in transit or prior to delivery, the Physical Counterpart(s) may be replaced by UDC with a Physical Counterpart of substantially similar value. The value of the replacement Physical Counterpart will be determined by UDC in its sole discretion, and will likely not exceed the declared value.

13. 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 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 expressly not the responsibility of UDC. UDC may access User Content if required by law, or if UDC has a good faith belief that access is reasonably necessary for the service, maintenance, or operation of the Website. By providing any User Content to the Website, you hereby grant UDC and its affiliates and service providers, and each of their and our respective licensees, successors, and assigns a world-wide, royalty free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, edit, publish, perform, display, and distribute any such material for the purpose of delivering the services on the Website and according to your account settings without compensation or notice to or approval from you. You hereby irrevocably waive any and all moral rights or other rights of authorship as a condition of submitting any User Content.

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

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

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

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

If you no longer wish to receive direct messages from a user, you have the ability to block that user in your sole discretion. If you feel that a Website user is harassing or threatening you in any way, posting obscene or objectionable content, or otherwise using the Chat Feature in violation of the restrictions set

forth in Section 6 you may contact UDC as provided for in Section 29 herein. UDC, in its sole discretion, may pursue any action it deems necessary to address alleged violations.

14. Trades.

The Website provides the ability to exchange 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 have initiated a trade and it has expired prior to receiving a response, you may initiate the trade again, subject to your compliance with Section 6 herein. After the recipient clicks the “accept” button for a trade, all trades are final, binding and cannot be undone. As set forth in this Agreement, 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 users of the Website.

15. Proprietary Intellectual Property.

All material that appears on the Website, including, but not limited to, text, data, graphics, logos, images, and software and any derivatives, modifications, and improvements thereof are owned by, controlled by, licensed to, or used with UDC’s permission or permission from third party vendors or sellers, 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 our express prior written consent from UDC in each instance. 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 our 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 actively and aggressively enforce its intellectual property rights to the fullest extent of the law, including seeking criminal prosecution.

16. 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

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

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works is covered by a single notification, a representative list of multiple works;

- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit UDC to locate the material;
- d. Information reasonably sufficient to permit UDC to contact the complaining party (e.g., complaining party's address, phone number, email address, etc.);
- e. A statement that the complaining party has a good faith belief that the use of the material in dispute is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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

17. Representations and Warranties.

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

18. Indemnification.

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 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, 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.

19. Termination and Denial of Access.

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 including, without limitation, if you breach any terms of this Agreement. 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 either (1) ship

any and all Items within the SSO environment that have a Physical Counterpart; or (2) transfer Items to your e-Pack account, trade Items for any item with a Physical Counterpart on e-Pack (e-Pack items include, but are not limited to, trading cards, coins, UDA memorabilia, etc.), and subsequently ship any Physical Counterpart(s) to your residential address (collectively, the "Action Period"). For more information regarding shipping Physical Counterparts from your e-Pack account, please refer to the [e-Pack Terms and Conditions](#). Upon expiration of the Action Period and UDC's termination of your Account, your right to use and access the Website and related services, including other accounts within the SSO environment, will immediately cease. 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.

20. 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. 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, 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, 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 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 ITEM PURCHASES AND TRADES ARE FINAL, AND UDC BEARS NO RESPONSIBILITY FOR LOSS OF INCOME OR VALUE ASSOCIATED WITH ANY SUCH TRANSACTION. UDC DOES NOT MAKE ANY GUARANTEES, DETERMINATIONS, REPRESENTATIONS, OR WARRANTIES REGARDING SUCH TRANSACTIONS, INCLUDING, BUT NOT LIMITED, TO ANY ASSOCIATED VALUE, AND UDC DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE WEBSITE WILL BE COMPLETELY FREE FROM ERROR. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU ARE PURCHASING, SHIPPING, TRADING, AND TRANSFERRING ITEMS AT YOUR OWN RISK. UDC FURTHER DISCLAIMS ANY RESPONSIBILITY OR LIABILITY WHATSOEVER WITH REGARD TO THE TRANSFER OF ITEMS TO E-PACK AND ANY SUBSEQUENT ITEM CLAIMS, TRADES, SALES, OR ANY OTHER ACTIVITY AS IT RELATES TO E-PACK; ONCE TRANSFERRED, ANY ITEMS OR OTHER TRANSACTIONS OF SUCH ITEMS ARE TO BE SUBJECT TO EPACK'S TERMS AND CONDITIONS AND PRIVACY POLICY. 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. Limitation of Liability.

EXCEPT WHERE PROHIBITED BY LAW, 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, ANY SECURITY BREACH, CONTENT OR INFORMATION CONTAINED WITHIN THE WEBSITE, STATEMENTS, OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE, DATA PROCESSOR, AND/OR ANY HYPERLINKED WEBSITE.

UDC is not responsible in any way for transactions outside of the Website's platform and/or the SSO environment, including, without limitation, sales of 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 UDC disclaims all liability in regard to all sales outside the Website.

22. Third Party Websites, Extensions, and Apps.

UDC makes no representations whatsoever about any other website, extension, or app that are not within the SSO environment that you may access through the Website. UDC does not support any third party apps or extensions including, but not limited to, Google extensions. When you access a non-UDC website, extension, or app, including, without limitation, any third party vendor website, such website 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. UDC 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-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.

23. Assumption of Risk.

- a. Value and Volatility: The prices of collectible blockchain assets are extremely volatile and subject to change. You understand and acknowledge that collectible blockchain assets have no inherent or intrinsic value. Fluctuations in the price of other digital assets could materially and adversely affect the value of your Items, which may also be subject to significant price volatility. UDC cannot guarantee that any Items purchased will retain their original value.
- b. Use of Blockchain: The Website creates and stores all ADCs on a private ledger. When available, ADCs will only appear on the public blockchain after they are successfully exported from the SSO environment. You acknowledge and agree UDC is no longer responsible for any ADC once the ADC is exported from the SSO environment. When available, all imported and exported ADCs may utilize smart contracts based on public blockchains such as the Ethereum Blockchain. In order to retain ownership of the Item, both the ADC and Physical Counterpart must remain in the SSO environment. By requesting the exportation (when available) of any Items, you acknowledge and agree you relinquish all rights, title, and interest in and to the Physical Counterpart, if applicable. In the event of such exportation, Users will retain the right to their Items within the SSO Environment, subject to the terms herein. Such blockchain technology includes, without limitation, cryptocurrencies, consensus algorithms, and decentralized or peer-to-peer networks and systems. You acknowledge and agree that such technology is experimental,

speculative, and inherently risky, and hereby agree that you assume all such risk and volatility. The pricing of blockchain assets is extremely volatile.

- c. **Inherent Risks with Internet Currency:** There are risks associated with using an Internet-based currency, including, but not limited to, the risks of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your electronic wallet. You accept and acknowledge that UDC will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the blockchain network, however caused.
- d. **Software Risks:** Upgrades to the blockchain network, a hard fork in the blockchain network, or a change in how transactions are confirmed on the blockchain network may have unintended, adverse effects on all blockchains using the Ethereum Blockchain standard, including the SSO environment.

24. Force Majeure.

In the event UDC is unable to commence or complete the performance of its obligations or exercise its rights under the 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, we may suspend our obligations in connection with the Website, the Items, and these Terms hereunder for a period equal to the period during which we are unable to commence or complete performance of our obligations for any of the reasons set forth herein.

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 and provisions that require the application of the law of any other state.

26. Dispute Resolution.

- a. **Arbitration:** Except as specifically excluded herein, 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, 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 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. 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. Each party shall pay its own attorneys' fees, provided that an arbitrator may

award attorneys' fees and costs to the prevailing party under any applicable statute or written agreement to the same extent attorneys' fees or costs could be awarded in a court of law. 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. 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, 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 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"). 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.

28. 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.

29. Notices.

We may provide you with any notices by email or postings on the Website. By providing us with your email address, you consent to our using the email address you provide to send you any notices. Notices sent by email will be effective when we send the email. It is your responsibility to keep your email address current. You may contact UDC at <https://www.collectevo.com/ContactUs>.

30. Transactions.

UDC reserves the right to refuse orders placed on the Website for any reason. UDC may, in its sole discretion, limit or cancel quantities purchased per person, per business, 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 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.

31. 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.

32. Entire Agreement.

This Agreement, which incorporates the [Privacy Policy](#), the [e-Pack Terms and Conditions](#), and the [Collect Forever Terms and Conditions](#), constitutes the entire agreement between you and UDC with respect to the Website and the subject matter herein. UDC may modify or amend this Agreement at any time and for any reason, and your continued use of the Website provides affirmative and continued acceptance of the terms and conditions set forth in this Agreement and any modifications thereof.

33. No Third Party Beneficiaries.

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

34. 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 the other provisions.

35. No Waivers.

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

36. Assignment.

You may not assign any of your rights or obligations under these terms, whether by operation of law or otherwise, without our prior written consent. We may assign our rights and obligations under this Agreement in our sole discretion to an affiliate, or in connection with an acquisition, sale or merger.

37. Limitation of Actions.

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