

LOCKERVERSE

TERMS OF USE

Last Revised: September 25, 2024

Acceptance of the Terms of Use

These terms of use are entered into by and between any user that uses or accesses the Platform (as defined herein) (“**you**” or “**User**”, including “Supporter” and “**Fundraisers**”, as defined herein) and Lockerverse Inc., a Delaware corporation (“**Company**”, “**Lockerverse**”, “**we**”, or “**us**”).

Lockerverse Inc. provides certain individuals and entities a license the Lockerverse CRM, software, and/or Platform, among other things: (i) raise funds through the solicitation of donations and/or the sale of digital community subscriptions, goods, or other services to support their organization, mission, needs, or activities, including those related to supporting student-athletes, athletic departments, third-party organizations that support and/or commercializing the names, image, likeness, or other intellectual property rights of student athletes or other individuals; (ii) build, manage, and/or engage fans and supporters; and/or (iii) other approved purposes (“Fundraisers”). Users other than Fundraisers who access the Platform for any purpose, including for the purpose accessing content on the Platform, communicating with other Users, joining a digital community (including those operated by Fundraisers), participating in a Fundraiser’s fundraising, subscription, e-Commerce, or other campaign on or in connection with the Platform (“Supporter”).

The following terms and conditions, together with any documents they expressly incorporate by reference (including our Privacy Policy, available at <https://www.lockerverse.com/privacy-policy>) (collectively, these “**Terms of Use**” or “**Terms**”), govern your access to and use of the Lockerverse Platform, software, software services (including SaaS and other services), mobile applications (including iOS and Android), website (including www.lockerverse.com, and all Fundraiser campaign webpages powered by Lockerverse), content, functionality, and other products (the “**Platform**”).

Please read the Terms of Use carefully before you start to use or access the Platform. By accessing the Platform, participating in a Fundraiser’s campaign on or in connection with the Platform, and/or by clicking accept or otherwise agreeing to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use, our Privacy Policy (found at <https://www.lockerverse.com/privacy-policy>), all of which are incorporated herein by reference. If you do not want to agree to these Terms of Use and the Privacy Policy, you must not access or use the Platform (including for purposes of participating in a Fundraiser’s campaign on or in connection with the Platform).

By accessing the Platform, you irrevocably agree that all disputes between you and Company that in any way relate to these Terms of Use or your use of the Platform will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU EXPRESSLY WAIVE ANY AND ALL RIGHTS TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Use (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action. Please review the Section below entitled Dispute Resolution; Arbitration Agreement for the details regarding your agreement to arbitrate any disputes with the Company. All claims must be brought within one year.

Age Restrictions and Responsibilities

By creating an account on and/or using the Platform, you represent and warrant that you are: (i) at least 13 years old; (ii) of legal age to form a binding contract with the Company in your jurisdiction; (iii) of legal age to consent to the processing of your personal data in your country; and (iv) reside in the United States or any of its territories or possessions, Canada, or Mexico. The Platform is not directed at users under 13 years of age and does not knowingly collect information from minor children.

You must be at least 18 years old or have your parent’s or legal guardian’s permission to engage in any of the following activities on or in connection with the Platform: (i) operate a Fundraiser account; (ii) make a

donation, contribution, and/or purchase of any kind (including subscription, commercial good, or other offering); and/or (iii) Participate in a campaign. Entrants in Fundraiser competitions and/or campaigns who are under the age of 18 will need to have a parent or legal guardian sign any required documents for winner validation.

If you do not meet all of these requirements, you must not access the Platform. It is your and the Fundraiser's responsibility to determine if there are specific laws or regulations that prohibit you from accessing the Fundraiser's digital community, campaign, and/or content on or in connection with the Platform.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction Sections of these Terms of Use will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Platform. Your continued use of the Platform following the posting of any revised or updated Terms of Use means that you accept and agree to the revisions and/or changes. You are expected to check this page each time you access the Platform so you are aware of any changes, as they are binding on you.

Accessing the Platform and Account Security

We reserve the right to discontinue or suspend the Platform, and any service or material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason in the event that all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to Users, Supporters, and Fundraisers (as defined herein).

You are responsible for:

- Making all arrangements necessary for you to have access to the Platform.
- Ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Use and comply with them.

To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current and complete. You agree that all information you provide to register with the Platform or otherwise, including but not limited to through the use of any interactive features on the Platform, is governed by our Privacy Policy, and you consent to all actions that we take with respect to your information consistent with our Privacy Policy.

To access the Platform on an ongoing basis, you will need to create an account. If you choose to create a user name, password, or otherwise provide any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You can provide a username and password, and a way of contacting you (such as an email address and/or phone number). To access certain features, communities, or channels on the Platform, you may need to verify your account or add other information to your account. Our Privacy Policy discusses what information we collect and how we use this information in more detail. You are responsible for the security of your account, and you agree to notify us immediately if you believe your account has been compromised. If you use a password, it must be strong, and we (strongly) recommend that you use that password only for your Lockerverse account and that you enable two-factor authentication. If your account is compromised, we may not be able to restore it to you. You are also responsible for maintaining the accuracy of the contact information associated with your account. If you get locked out of your account, we will need to contact you at the email or phone number associated with your account, and we may not be able to restore your Lockerverse account to you if you no longer have access to that email account or phone number. We may also assume that any communications we have received from your account or the associated contact information have been made by you. You agree not to license, sell, or transfer your account without our prior written approval.

Intellectual Property Rights

The Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Unless otherwise agreed to in writing, these Terms of Use permit you to use the Platform for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Platform, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may download to your computer a single copy of any desktop, mobile or other applications that we make generally available to Users, provided you do so solely for your own personal, non-commercial use and you take no actions that would violate these Terms or any other agreements with Company to which you are a party. In the event you download any application we make generally available to Users, you do not obtain any ownership rights in such application, including, but not limited to, its contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof).
- If we provide *social media features* in connection with the Platform or certain content, you may take such actions as are enabled by such features, provided that: (i) all such actions you take are lawful and do not violate the legal rights, policies, or terms of third parties; and (ii) you assume all liabilities and agree to defend, indemnify, and hold harmless the Company from any and all claims associated with any such action that you take on or in connection with the Platform that is alleged to violate any law, rule, regulation, or right of a third party.

You must not:

- Modify copies of any materials from the Platform.
- Use any illustrations, photographs, video, or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Platform.

You must not access or use for any commercial purposes any part of the Platform or any services or materials available through the Platform absent the Company's express written consent.

If you wish to make any use of material on the Platform other than that set out in this section, please address your request to: team@lockerverse.com or the [Lockerverse Support Webpage](#).

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of these Terms of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The Company name, Company logo, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks

without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Platform are the trademarks of their respective owners.

Prohibited Uses

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm or create liability for the Company, Users, Supporters, and/or Fundraisers.
- Using the Platform in or for the benefit of a country, organization, entity, or person embargoed or blocked by the United States government, including those on sanctions lists identified by the U.S. Office of Foreign Assets Control ("OFAC"), as well as any states or territories of the United States.
- Transmitting or transferring (by any means) information or software derived from the Platform to foreign countries or nations in violation of U.S. export control laws.
- Attempting to interfere in any way with the Platform's security or attempting to use the Platform's service(s) to gain unauthorized access to any other computer system.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform.
- Use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Platform.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.

- Assign your obligations and duties under this Terms of Use to any other person or entity without the Company's express written consent, and expressly warrant and agree that any attempt to do so would be null and void.
- Otherwise attempt to interfere with the proper working of the Platform.

User Contributions, Features, and Content

The Platform contains message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "**Interactive Services**") that allow Users to post, submit, publish, display, share, stream, use, upload, or transmit to other Users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contribution(s)**") on or through the Platform. User Contributions may include text, links, GIFs, emoji, photos, videos, audio files, documents, or other media. If we come up with another way for you to add content to the Platform, User Contributions includes those additional methods.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Platform will be considered non-confidential and non-proprietary. By providing any User Contribution on the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns, the right and a worldwide, non-exclusive, royalty-free, transferable, and perpetual to do the following with your User Contribution, in accordance with applicable legal requirements, in connection with operating, developing, and improving the Platform and our services:

- Use, copy, store, distribute, modify, reproduce, perform, display, distribute, and communicate or disclose to third parties your User Contributions consistent with your use of the Platform and your account settings, e.g., so we can store and display your User Contributions.
- Publish, publicly perform, or publicly display your User Contributions if you've chosen to make it visible to others, e.g., so we can display your messages if you post them in public channels.
- Monitor, modify, translate, and reformat your User Contributions, e.g., so we can resize an image or video you post to fit on a mobile device.
- Sublicense your content, to allow the Platform and our services to work as intended, e.g., so we can store your content with our cloud service providers.

We reserve the right to block, remove, and/or permanently delete your User Contributions for any reason, including breach of these Terms of Service, our Privacy Policy, our Community Guidelines, other policies, or any applicable law or regulation.

We welcome feedback on the Platform and our services. By sending us feedback, you grant us a non-exclusive, perpetual, irrevocable, transferable license to use the feedback and ideas generated from the feedback without any restrictions, attribution, or compensation to you. You should direct all feedback to: team@lockerverse.com or the Lockerverse Support Webpage.

You have no obligation to add User Contributions. If you choose to add User Contributions on or through the Platform, you represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such User Contributions, including its legality, reliability, accuracy and appropriateness. Further, you understand and acknowledge that we are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Platform. We may, but have no obligation to, monitor, moderate, edit, or

remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use. You agree and warrant that your User Contributions will not violate any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree and warrant that your User Contributions will contain no content that is illegal, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, or racially or ethnically offensive, or is otherwise encouraging of conduct that would be considered a criminal offense, give rise to civil liability or violate any law or is otherwise inappropriate. Additionally, you agree and warrant that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Platform or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility for any other person's or entity's use of your User Contributions.

Other People's Content

The Platform might also provide you with access to other people's content. You may not use that content without that person's consent, or as otherwise permitted by law. Other people's content is theirs and does not reflect the views, opinions, or positions of Lockerverse, nor that of Lockerverse's officers, directors, employees, agents, contractors, or affiliates. You understand and acknowledge that Lockerverse does not endorse or verify the accuracy or reliability of content shared by users of the Platform, including User Contributions. We work hard to try to make the Platform a safe, positive, and inclusive place, but cannot prevent you from encountering content that you or others may find objectionable or offensive. You represent, warrant, agree, and acknowledge that Lockerverse is not liable for any harm caused by other people's content. You may report content that you think violates any of our policies. You represent, warrant, agree, and acknowledge that we have the right, but not the obligation, to review such reports and block or remove content at our discretion.

Third Party Features and Content

Our services and the Platform may also allow you to access third-party websites, features, apps, or other content. We provide you access only as a convenience to you, and are not responsible for the User Contributions, other content, or services available from third-party websites, features, apps, or other content.

Monitoring and Enforcement: Termination

You are free to stop using Lockerverse's services at any time and for any reason. You can delete your Lockerverse account through the User Settings page in the Profile section of the Platform. You can also disable your account, which restricts the processing of your personal information as described in our Privacy Policy. Disabling your account does not terminate your consent to these Terms of Use.

You acknowledge and agree that we have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.
- Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

You represent, warrant, agree, and acknowledge that Lockerverse does not undertake to review User Contributions and other material before it is posted on the Platform, and we cannot ensure prompt removal of objectionable User Contributions and other material after it has been posted. Accordingly, you represent, warrant, agree, and acknowledge that Lockerverse assumes no liability for any harm caused by User Contributions and other material, including any action or inaction regarding transmissions or communications of User Contributions or other content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section, and that we have the right, but not the obligation, to review, block, or remove User Contributions and other material.

Content Standards

These Content Standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy www.lockerverse.com/public/privacy.pdf.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- Use meta tags or any other "hidden text" utilizing any of our or our suppliers' product names or trademarks in their User Contributions.

Provide User Contributions that disparage the Company, the Platform, as well as the Company's vendors, partners, representatives, or affiliates.

Copyright Infringement

We respect the intellectual property of others, and we ask Users, Supporters, and Fundraisers to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify us of your infringement claim in accordance with the procedure set forth below. We will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to our Copyright Agent at team@lockerverse.com (Subject line: "DMCA Takedown Request"). To be effective, the notification must be in writing and contain the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (ii) a description of the copyrighted work or other intellectual property that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Platform; (iv) your address, telephone number, and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf. If you submit a notice of infringement that knowingly materially misrepresents that any content, information, or communication on the Platform is infringing upon a copyright, you may be held liable for damages and attorneys' fees.

Reliance on Accuracy and Integrity of Information

The information presented on or through the Platform is made available solely for general information purposes. The Company does not warrant the accuracy, integrity, completeness, or usefulness of this information. Any reliance a User, Supporter, the Fundraiser, and any other visitor of the Platform place on such information is strictly at their own risk. The Company disclaims all liability and responsibility arising from any reliance placed on such materials by a User, Supporter, the Fundraiser, and any other visitor of the Platform, as well as anyone who may be informed of any of its contents.

The Platform may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. Those materials do not necessarily reflect the opinion of the Company. The Company is not responsible, or liable to a User, Supporter, the Fundraiser, any other visitor of the Platform, or any third party for the content or accuracy of any materials provided by any third parties.

In the event a product or service is listed at an incorrect price due to typographical error or error in pricing information provided by a Fundraiser, the Fundraiser shall have the right to refuse or cancel any orders placed for such product / service listed at the incorrect price. In the event that an inaccuracy arises, please inform the Company so that it can be corrected.

Changes to the Platform

We may update the content on the Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

The Company reserves the right to unilaterally correct any inaccuracies on the Platform without notice. Information contained on the Platform may be changed or updated without notice.

Information About You and Your Visits to the Platform

All information we collect on the Platform is subject to our Privacy Policy

<https://www.lockerverse.com/public/privacy.pdf>. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Platform and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

The Platform may provide certain social media features that enable you to:

- Link from your own or certain third-party platforms to certain content on the Platform.
- Send e-mails or other communications with certain content, or links to certain content, on the Platform.
- Cause limited portions of content on the Platform to be displayed or appear to be displayed on your own or certain third-party platforms.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any Platform that is not owned by you.
- Cause the Platform or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Platform other than the homepage.
- Otherwise take any action with respect to the materials on the Platform that is inconsistent with any other provision of these Terms of Use.

The Platform from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Platform

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. We strongly advise you to review the privacy policies of every site you visit. If you decide to access any of the third party platforms linked to the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such platforms. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third party sites or services.

Geographic Restrictions

The Company controls and operates the Platform from the United States. We provide the Platform for use only by persons located in the United States and its territories, Canada, and Mexico. We make no claims that the Platform or any of its content is accessible, appropriate, or lawful outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

You represent and warrant that you are not located in North Korea, on any government list of prohibited or restricted parties, or otherwise subject to equivalent restrictions, as specified in the laws and regulations listed above or in your country's laws. You may not download or use our services if you are located in a

country or region subject to the U.S. or E.U. government embargo (including Cuba, Iran, Syria, and the Crimea region) unless that use is authorized by the United States and other relevant authorities.

Disclaimer of Warranties

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE PLATFORM, SITE-RELATED SERVICES, AND LINKED WEBSITES. YOU UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS FURTHER DETAILED BELOW.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Platform for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY PLATFORM LINKED TO IT.

YOUR USE OF THE PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY PLATFORMS LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER PLATFORMS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR SUCH OTHER PLATFORMS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR

EXCLUSION OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL LIABILITY OF THE COMPANY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THESE TERMS OR YOUR USE OF THE PLATFORM EXCEED, IN THE AGGREGATE, \$100.00.

Indemnification

Each User, Supporter, Fundraiser, and any other visitor of the Platform agrees to defend, indemnify, and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Platform, including, but not limited to, (a) your use of or access to the Platform or the Services, including any act or omission related to services provided by Payment Processor, (b) your violation of these Terms, the Payment Processor Agreement, applicable laws, regulations, or ordinances; (c) the posting, transmission, or use of any materials, content, User-Generated Content, User Contributions on the Platform or through the Services by you or allowed by you, including, but not limited to, any third-party claim that any information or materials you provide infringes any third-party proprietary right; (d) access to the Platform by anyone using your user name and password; or (e) your providing inaccurate or incomplete information to the Company or Payment Processor.

Governing Law and Jurisdiction

All matters relating to the Platform and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Dispute Resolution; Arbitration Agreement

You and the Company agree that any dispute, claim or controversy arising out of or relating in any way to these Terms of Use or your use of the Platform, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, payments, contributions, fundraisers, and campaigns offered through the Platform, as well as content and third party User Contributions, shall be determined by binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware State law instead of in courts of general jurisdiction. By agreeing to these Terms, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision and that you and Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms and any other contractual relationship between you and Company.

If you desire to assert a claim against Company and therefore elect to seek arbitration, you must first send to Company, by certified mail, a written notice of the claim. FURTHER, YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this specific provision is found to be unenforceable, then (i) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect;

and (ii) exclusive jurisdiction and venue for any claims will be in state or federal courts located in and for Wilmington, Delaware.

NOTICES

Except for notices relating to arbitration of disputes, any notices by you shall be provided to the Company via email at team@lockerverse.com.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Software on the Lockerverse Platform

You may not copy, modify, create derivative works based upon, distribute, sell, lease, or sublicense any of our software or services. You also may not reverse engineer or decompile our software or services, attempt to do so, or assist anyone in doing so, unless you have our written consent or applicable law permits it.

Some of our Platform Services and features may enable you to download, install, and run Lockerverse or third party software or services. You acknowledge and agree that Lockerverse retains any intellectual property rights we have in our software and services.

Some of our services or features include software subject to separate open source license terms, and your use of those services are subject to your compliance with those license terms, when applicable. We encourage you to review them, as some licenses may explicitly override these terms.

Further, some of our services or features may allow you to access apps, bots, or other products, features or services developed by third parties. It is your choice whether to use these products and whether to participate in communities on the Lockerverse platform that incorporate these features, and you should review any terms and policies provided by the third party before doing so. The third party's terms and policies, and not Lockerverse's, govern your use of these products or services. While these third party services do need to follow all policies that apply to them, Lockerverse is not responsible for products developed by third parties.

Bug and Security Reporting

We support the responsible reporting of bugs and security vulnerabilities. To report a security issue, please contact us at team@lockerverse.com or directly in the Lockerverse Support Webpage. We may send you electronic communications related to our services. Where required, we'll get your consent before sending you direct marketing messages, and we'll make it easy for you to opt out.

Apple App Store and iOS Device Users, Supporters, & Fundraisers

If you download the Lockerverse app from the Apple App Store or use our app on an iOS device, the below paragraph applies to you. Apple has no obligation to furnish any maintenance and support services with respect to the Lockerverse Platform. If the app fails to conform to any applicable warranty, you may notify Apple and Apple will refund the app purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Lockerverse Platform. Apple is not responsible for addressing any claims by you or any third party relating to the Lockerverse Platform or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the Lockerverse Platform fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the Lockerverse Platform infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these terms, and upon acceptance of the terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms against

you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the Lockerverse Platform.

Fundraisers, Supporters, & Services

The Company makes no representations with respect to the charitable, tax exempt, or for-profit status of Fundraisers on the Platform.

Supporters who participate in a Fundraiser's fundraising, subscription, e-Commerce, or other campaign on or in connection with the Platform can do so only by interacting directly with the Fundraiser. The services including such transactions are governed by these Terms of Use. The Company makes no representations with respect to the charitable, tax exempt, or for-profit status of Fundraisers on the Platform. The Company disclaims all liability and responsibility arising from any reliance placed on a Fundraiser's statements or representations, statements or representations by any other visitor to the Platform), or statements or representations by anyone who may be informed of any of its contents, including with respect to the charitable, tax exempt, for-profit, or other status of Fundraisers on the Platform.

The Company disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents, as to the charitable, tax exempt, for-profit, or other status of Fundraisers on the Platform. You agree and warrant that any purchase, payment, contribution, or donation made to a Fundraiser or in connection with a Fundraisers's campaign on the Platform was: (i) made at your discretion after deliberation, opportunity to independently investigate the legitimacy of Fundraiser and Fundraiser's stated purpose of the campaign (if any), and opportunity to confer with counsel; and (ii) in no way reliant on any representations by the Company or beliefs formed regarding the charitable, tax exempt, or for-profit status of the Fundraisers or their affiliates.

The Role of the Company in Fundraisers

The Services are provided as a platform only. The Platform is offered only to provide technology to allow Fundraisers, Supporters, or other Users to connect. The Company's role is expressly limited to making the Platform available and maintaining the Platform and Services for Fundraisers , Supporters, and Users. The Company is not a platform and not an agent, consultant, professional fundraiser, broker, financial institution, charity, or fiduciary for any Fundraiser, Supporter, or User. The Company is not responsible for the sale of items offered by Fundraisers and does not control the information provided by Fundraisers. The Company is not responsible for content posted by any Fundraiser , Supporter, or other User, including the accuracy of any description, the timeliness or reliability of any information, or content provided by Fundraisers, Supporters, or other Users.

The Company is not a payment processor, money services business, or other financial institution. Payments made to a Fundraiser or in connection with a Fundraiser's campaign are processed using a third-party payment processor ("Payment Processor"). All Users and Supporters acknowledge and agree that the use of Payment Processors is essential to the Services and that the Company exchanges information with Payment Processors to facilitate the Services provided.

The Company does not engage in any solicitation activities on behalf of any individual, entity, organization, or charity.

The Company does not intend to and does not post information to provide financial, legal, tax, or other professional advice. Before making any payment to any Fundraiser through the Platform, the Services, and/or in connection with a Fundraiser's campaign, you should consult your own financial, legal, tax or other professional advisor as you deem appropriate. Users and Supporters agree and warrant that all information and content they access is at their own risk.

The Company has no control over the conduct of or any information provided by any Fundraiser, Supporter, or other User, and expressly disclaims all liability to the fullest extent permitted by law, as more specifically described below. The Company is not responsible for and does not endorse any Fundraiser, Supporter, or other User. Nor does the Company guarantee or warrant, expressly or impliedly, that any information provided through the Services or Platform is accurate or how the funds raised by any Fundraiser will be used.

The Company may, but is not obligated to provide intermediary services to assist Fundraisers and Supporters in resolving disputes between them with the agreement of all parties. In the event that the Company elects, in its sole discretion, to provide such services, then the Company's decision is final and binding on all parties and cannot be appealed, challenged, or reversed.

Communication Features

The Company may from time to time send communications to Users through the Platform and/or offer Fundraisers the ability to send communications through the Platform using Company facilitated email, text message, or push notification features. There may be limitations on the number of communications that may be sent during any specific period. Fundraisers using such features acknowledge and agree that they, and not Company, are solely responsible for complying with all applicable laws, including without limitation the Consumer Telephone Protection Act and CAN-SPAM and for obtaining the consents required by law before sending communications. Unless otherwise specified, Company does not, other than to provide a channel through which the communication may be transmitted: (i) participate in the Fundraiser's communications through the Platform, including when Fundraiser makes such communications with Company facilitated email, text message, or push notification; or (ii) determine when a communication is sent, to whom it is sent, and the content of the communication.

Fundraiser Responsibility

Fundraisers represent and warrant that:

- All information provided in connection with their use of the Platform and Services is accurate, complete and not likely to deceive reasonable Users.
- They will comply with all applicable laws, including but not limited to those pertaining to privacy and financial reporting obligations and will provide the Company and any User with all information to establish such compliance.
- All information posted with respect to items listed on events, campaigns, or auctions offered for sale by the Fundraiser on the Platform is accurate; the Fundraiser owns or is authorized to sell the item; the item is genuine and available or subject to limited availability (in which case the Fundraiser will disclose such limited availability on the Platform); and the Fundraiser, and not Company, is solely responsible for the delivery or transfer of such items to Users; Fundraisers are responsible for any lost disputes a User files due to any issue related to items listed by the Fundraiser.
- They will promptly correct any errors or omissions in posted information.
- All payments received through the use of the Platform will be used only as described in the content posted on the Platform or otherwise provided to each User.
- User information received will be used in accordance with the Fundraiser's publicly posted privacy policy, and all applicable laws, including but not limited to those pertaining to privacy.
- They will not infringe on the rights of others.
- They will abide by the Community Guidelines set forth below.
- The Company may use any information provided by the Fundraiser and share it with any User, any regulator, law enforcement or others in connection with any investigation of the Fundraiser.
- If the Fundraiser provides information claiming any tax-exempt status, the cause or activity of the Fundraiser is legal under all applicable laws and regulations, and the Fundraiser's organization is a tax-exempt organization in good standing with the IRS.

- Fundraiser, not the Company, is responsible for ensuring that the Fundraiser's agents, contractors, and/or other persons or entities acting on behalf of the Fundraiser in connection with Fundraiser's activities on or through the Platform complies with these Terms of Service, including by taking all reasonable steps to ensure that any and all on-Platform or off-Platform activities and communications arising out of, related to, or performed for the benefit of the Fundraiser are fully compliant with these Terms of Service.

Fundraisers are required to provide accurate and complete information in order to register on the Platform and use the Services. Further, Fundraisers are required to keep such information current and accurate. Fundraisers represent and warrant that the Company can rely on the accuracy of the information Fundraisers provide, and the Company has the right, but not the obligation, to verify or validate such information.

Fundraisers are solely responsible to determine what, if any, taxes apply to payments received by Fundraisers in connection with the Platform and/or the Services, if any. It is the Fundraiser's sole responsibility to assess, collect, report, and remit the correct tax, if any, to the appropriate taxing authority.

Supporter Responsibility

All payments made through the Platform are at the Supporter's and User's own risk. Supporters and Users and Supporters have the responsibility to investigate the Fundraiser and to understand how your payment will be used. The Company is not responsible for any offers, promises, or promotions made by any Fundraiser. The Company is not responsible for the accuracy of the information that Fundraisers supply and do not guarantee that payments Supporters make will be used in accordance with promises made by Fundraisers, applicable laws, or applicable rules of any professional or amateur sports organization regulating professional and amateur athlete and student-athlete participation and eligibility, including the National Collegiate Athletic Association ("NCAA") and other national, state, and local agencies governing student-athletics.

If a Supporter believes that a Fundraiser is not raising or using funds for their stated purpose, please contact the Company immediately at team@lockerverse.com or the Lockerverse [Support Channel](#).

The Company makes no representation about the tax deductibility or treatment of payments made by Supporters. The Company makes no representation about the tax status or charitable status of any Fundraiser, including those with accounts that the Company has verified or attempted to verify. Fundraisers, and not Company, are solely responsible for providing Supporters with receipts acknowledging receipt of funds from the Supporter.

Supporters warrant and agree that the Company may, but has no obligation to, provide information provided to the Company by Supporters through the Services and/or the Platform is shared with the Fundraiser to whom a payment is made and may be used by such Fundraiser in accordance with its own privacy policies. The Company is not responsible for any Fundraiser's use of a Supporter's information.

Supporters are responsible to determine what, if any, taxes or tax exemptions apply to payments made to Fundraisers and/or in connection with a Fundraiser's campaign. If a Supporter purchases items from a Fundraiser, the Supporter is responsible for payment of all applicable sales and use taxes.

Supporters who bid on an item or "buy now" are agreeing to pay for the item if your bid is accepted as the winning bid. Auction payments are non-refundable and the Company makes no guarantees as to the condition or delivery of items won by Supporters. The Company makes no claims as to the tax-deductibility of items listed by Fundraisers.

Accuracy and Integrity of Information; Errors

Although the Company attempts to ensure the integrity and accuracy of the Platform, it makes no representations, warranties or guarantees whatsoever as to the correctness, accuracy, or accessibility of

the Platform and Content thereon. It is possible that the Platform could include typographical errors, inaccuracies or other errors and that unauthorized additions, deletions and alterations could be made to the Platform by third parties.

All information and content regarding Fundraisers are provided solely by the Fundraiser, who is expressly responsible for the accuracy of the content it provides and posts on the Platform. Company shall have no responsibility or liability for information or content posted to the Platform from any non-Company affiliated third party. In the event a product or service is listed at an incorrect price due to typographical error or error in pricing information provided by a Fundraiser, the Fundraiser shall have the right to refuse or cancel any orders placed for such product / service listed at the incorrect price.

In the event that an inaccuracy arises, please inform us so that it can be corrected.

Fundraiser Refunds

All transactions and payments made on the Platform in connection with a Fundraiser's campaign (including one-time contribution campaigns, community memberships / subscriptions, community raffles, etc.) are between the Fundraiser and Supporter and not between a Supporter and the Company. Fundraisers are solely responsible for determining when and whether to issue refunds in connection with those donations at their sole discretion. You agree and warrant that the Company has no such responsibility.

Payments to Fundraisers

Payment Processor provides all financial services for payments made to Fundraisers through the Platform. Payment Processor accepts credit and debit cards issued by U.S. banks and ACH payments. If a credit card account is being used for a transaction, Payment Processor may obtain pre-approval for an amount up to the amount of the payment. If you enroll to make recurring payments occur automatically, all charges and fees will be billed to the credit card you designate during the setup process. If you want to designate a different credit card or if there is a change in your credit card, you must change your information online. This may temporarily delay your ability to make payments to Fundraisers through the Platform while we verify your new payment information. Payment Processor will use information received in connection with payments to Fundraisers made through the Platform in accordance with its privacy policy available at <https://stripe.com/privacy>.

You represent and warrant that if you are making payments to Fundraisers through the Platform (i) any credit card, debit card, or bank account information you supply is true, correct, and complete, (ii) charges incurred by you will be honored by your credit/debit card company or bank, (iii) you will pay the charges incurred by you in the amounts posted, including any applicable taxes, and (iv) you are the person in whose name the card was issued and you are authorized to make a purchase or other transaction with the relevant card and card information.

In connection with payments to Fundraisers made through the Platform, you shall:

- Review and clearly accept the agreement to be entered into with Payment Processor (the "Payment Processor Agreement"), including without limitation all updated versions of the Payment Processor Agreement, which agreement makes clear that Payment Processor shall make such payments in accordance with such agreement;
- Not use the Services in violation of the Payment Processor Agreement or for any activity expressly prohibited by Payment Processor;
- Comply with the Payment Processor Agreement and all guidelines and requirements established by Payment Processor or its affiliates or banks;
- Shall not take or fail to take any action that may cause Payment Processor or its affiliates or banks to violate any applicable law;
- Shall not access, use or disclose any information except to the extent necessary for you to access and use the services provided by Payment Processor;

- Only make electronic payments and funds transfers to and from a prepaid account maintained with Payment Processor and represented by a virtual bank account number (if applicable) for business purposes;
- Provide all information necessary to enable Payment Processor to determine your eligibility to receive services and make services available to you and ensure that such information will at all times be complete and accurate; and
- Authorize the Company to receive on your behalf any notices or forms provided by Payment Processor.

Export Policy and Restrictions

Users, Supporters, Fundraisers, and any other visitor of the Platform acknowledge that the products and Content that are sold or licensed on the Platform, which may include technology and software, are subject to U.S. customs and export control laws and regulations and may also be subject to the customs and export laws and regulations of the country where the products are manufactured and/or received. By purchasing, downloading or using technology or software from the Platform, Users, Supporters, Fundraisers, and any other visitor of the Platform agree to abide by the applicable laws, rules and regulations, including, but not limited to, the Export Administration Act and the Arms Export Control Act. And Users, Supporters, Fundraisers, and any other visitor of the Platform further represent and warrant that they: (i) will not transfer, by electronic transmission or otherwise, the software or technology to a foreign national or a foreign destination in violation of the law; and (ii) will not use or provide products to any person who is forbidden from receiving the product under the Export Administration Regulations or any economic sanctions maintained by the U.S. Department of Treasury, U.S. antiboycott regulations, or U.S. economic sanctions, including the export and antiboycott restrictions found in the Export Administration Regulations or the sanctions regulations administered by OFAC. Users, Supporters, Fundraisers, and any other visitor of the Platform shall indemnify and hold harmless Company from all claims, demands, damages, costs, fines, penalties, attorneys' fees and other expenses arising from the failure to comply with this provision and/or applicable export control, antiboycott, or economic sanctions laws and regulations.

Links to and from Other Sites

You may be able to link to third-party websites ("Linked Sites") from the Platform. Linked Sites are not, however, reviewed, controlled or examined by Company in any way, and we are not responsible for the content, availability, advertising, products, information or use of user information or other materials of any such Linked Sites or any additional links contained therein. These links do not imply our endorsement of or association with the Linked Sites. It is your sole responsibility to comply with the appropriate terms of service of the Linked Sites as well as with any other obligation under copyright, secrecy, defamation, decency, privacy, security and export laws related to the use of such Linked Sites and any content contained thereon. In no event shall we be liable, directly or indirectly, to anyone for any loss or damage arising from or occasioned by the creation or use of the Linked Sites or the information or material accessed through any Linked Sites. You should direct any concerns to the applicable Linked Site's administrator or Webmaster. We reserve the exclusive right, at our sole discretion, to add, change, decline or remove, without notice, any feature or link to any of the Linked Sites from the Platform and/or introduce different features or links to different Users and Supporters.

Permission must be granted by us for any type of link to the Platform. To seek our permission, you may create and maintain a registered account in good standing or write to us using the information below. We reserve the right, however, to deny any request or rescind any permission granted by us to link through such other type of link and to require termination of any such link to the Platform, at our discretion at any time.

Product Purchase Policy

Among other things, the Company may from time-to-time display, advertise, or offer for purchase products, goods, or services through the Platform (each, a "Product"). If you wish to purchase Products

(including subscriptions, memberships, and interactive experiences), you will be asked to supply certain information, including but not limited to credit card or other payment information. You warrant that all information that you provide to us will be accurate, complete and current. You agree to pay all charges incurred by you or any other user of any credit card or other payment mechanism issued to you, including without limitation any applicable taxes and shipping, handling and processing charges, if any, relating to such purchases and transactions. We will charge your credit card when you place your order. Credit card orders for physical items shipped to a location other than your billing address may require additional verification. We will collect sales on orders shipped to jurisdictions where we are required to collect such taxes. All prices are quoted in U.S. currency and all orders must be transacted in U.S. currency. We only sell Products to individuals who can purchase with a permitted payment method.

We only ship physical items to the United States, Canada, and Mexico. We make no promise that Products offered through the Platform are appropriate or available for use outside of the United States, Canada, and Mexico. Given the popularity of some Products, we reserve the right to limit the quantities of items that can be purchased.

The display or promotion of any Product through the Platform does not constitute an offer to sell. When you place an order through the Platform, you make an offer to buy the relevant Product(s). Your order or your receipt of an electronic or other form of order confirmation does not constitute our acceptance of your order. We reserve the right at any time after receipt of your order to accept or decline your order. We reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any Product. All orders placed are subject to additional credit verification. We may also require additional verifications or information before shipping any order, as determined by us in our sole discretion.

User Comments

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Comments that you forward to us, and may grant sublicenses of these rights. We are and shall be under no obligation to: (i) maintain any Comments in confidence; (ii) pay compensation for any Comments; or (iii) to respond to any Comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms. You agree and warrant that your Comments will not violate any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree and warrant that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Use will continue in full force and effect.

Entire Agreement

These Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Lockerverse Inc. with respect to the Platform and supersede all prior and contemporaneous

understandings, agreements, representations and warranties, both written and oral, with respect to the Platform.

Community Guidelines

You are solely responsible for compliance with all applicable law in relation to your use of the Services and the Platform. You are further solely responsible for all User-Generated Content that you upload, post, publish, display, transmit or otherwise use (hereinafter, "Upload"). If you are not the beneficiary of the campaign you organize, you agree to deliver funds to the ultimate beneficiary directly and as soon as possible. You agree to fully cooperate with any request we make for evidence we deem necessary to verify your compliance with these Terms of Use.

The following are examples of User-Generated Content and/or use that is illegal or prohibited by Company. This list is not exhaustive, and we reserve the right to remove any campaign and/or investigate any User, Fundraiser, or Supporter who, in our sole discretion, violates any of the terms or spirit of these Terms. As we investigate your campaign, User, or User-Generated Content, the Company may consider all available material, including, but not limited to, social media, related news, and any other information that we, in our sole discretion, deem relevant in our review. The Company further reserves the right, without limitation, to ban or disable your use of the Services, remove the offending User-Generated Content, suspend or terminate your account, stop payments to any such campaign, freeze or place a hold on donations, and report any User, Fundraiser, or Supporter to law enforcement authorities or otherwise take appropriate legal action including seeking restitution on behalf of the Company, our Users, and Supporters.

Without limiting the foregoing, all Users, Fundraisers, and/or Supporters agree not to use the Services and Platform to raise funds or establish or contribute to any campaign with the implicit or explicit purpose of or involving:

- Breaking the law: the violation of any law or regulation;
- Fraud: information that is fraudulent, misleading, inaccurate, dishonest, or impossible, particularly if done knowingly with the intent to deceive;
- Illegal drugs: narcotics, steroids, controlled substances, abuse of pharmaceuticals or similar products or therapies that are either illegal or prohibited;
- Violence: knives, explosives, ammunition, firearms, or other weaponry or accessories, as well as the promotion of violent ideas such as genocide, execution, and other violent acts;
- Financial schemes: annuities, investments, loans, equity or lottery contracts, lay-away systems, off-shore banking or similar transactions, money service businesses (including currency exchanges, check cashing or the like), pyramid schemes, "get rich quick schemes" (i.e., investment opportunities or other services that promise high rewards), network marketing and referral marketing programs, debt collection or crypto-currencies;
- Gambling: casino games, sports betting, fantasy sports, horse or greyhound racing, lottery tickets, and other ventures that facilitate gambling, (whether or not it is legally defined as a lottery);
- Hate, discrimination, and harassment: content that we deem, in our sole discretion, to be in support of hate, violence, harassment, bullying, discrimination, terrorism, or intolerance of any kind relating to race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender or gender identity, or mental, physical, or other medical conditions;
- Legal defense for serious crimes: campaigns that we deem, in our sole discretion, to be for the legal defense of alleged crimes associated with hate, violence, harassment, bullying, discrimination, terrorism, or intolerance of any kind relating to race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender or gender identity, mental, physical, or other medical conditions, or financial crimes or crimes of deception;
- International sanctions: activities with, in, or involving countries, regions, governments, persons, or entities that are subject to U.S. and other economic sanctions under applicable law, unless such activities are expressly authorized by the appropriate governmental authority;
- Exploitation: funding a ransom, human trafficking or exploitation, vigilantism, bribes or bounty;

- Pornography: pornographic content or other sexual content relating to minors or persons appearing to possibly be minors;
- Graphic: offensive, graphic, perverse or sensitive content;
- Pre-sales: the sale of items before the seller has control or possession of the item;
- Payment manipulation: collecting payments on behalf of merchants by payment processors or otherwise; including, but not limited to, self-payments on campaigns or an attempt to bypass or otherwise circumvent the designated method of payment as provided by the Company;
- Credit: credit repair or debt settlement services;
- Misuse of funds: the receipt or grant of cash advances or lines of credit to yourself or to another person for purposes other than those purposes clearly stated in the campaign or collecting or providing funds for any purpose other than as described in a campaign description;
- Slander and personal attacks: publication or removal of User-Generated Content (such as mug shots), where the primary purpose of posting such User-Generated Content is to cause or raise concerns of reputational harm, as well as personal attacks, slurs, caustic or combative content submitted with the aim of harming other people in some way;
- No-value-added services: sale or resale of a service without added benefit to the buyer or resale of government offerings without authorization or added value;
- Money laundering: aggregation of funds owed to third parties, factoring, or other activities intended to obfuscate the origin of funds;
- Piracy: counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder;
- Intellectual property violations: products or services that directly infringe or facilitate infringement upon the trademark, patent, copyright, trade secrets, or proprietary or privacy rights of any third party;
- Unauthorized sale or resale: of brand name or designer products or services;
- Trade violations: sale of goods or services that are illegally imported or exported;
- Credit card fraud: processing where there is no bona fide donation accepted; cash advance; card testing; or evasion of card network chargeback monitoring programs;
- Financial crimes: any other activity that the Company may deem in its sole discretion to be in support of individuals and/or entities associated with alleged financial crimes, including, but not limited to, corruption, bribery, tax evasion, fraud, and activities of a similar nature; or
- Generally unacceptable activity: any other activity that the Company may deem in its sole discretion to be unacceptable.

TEXT MESSAGE PROGRAM TERMS OF SERVICE

Last revised April 10, 2024

1. By agreeing to these Terms of Use and providing your cell phone information, you consent to receive one or more auto-dialed or prerecorded texts at the phone number from which you texted.

2. We will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your mobile service operator. SMS SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AND ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

3. Data obtained from you in connection with this SMS service may include your cell phone number, your carrier's name, and the date, time and content of your messages, as well as other information that you provide. We may use this information to contact you and to provide the services you request from us.

4. By subscribing, you consent to receive text messages, including informational alerts, promotional messages and updates. Your consent to receive promotional messages is voluntary; you do not need to consent to receive promotional messages in order to participate in the Services or use the Platform.

5. By subscribing or otherwise using the SMS service, you acknowledge and agree that we will have the right to change and/or terminate the service at any time, with or without cause and/or advance notice.

6. To cancel your SMS service subscription, contact us at team@lockerverse.com with the subject line STOP TEXT MESSAGES. You may receive a subsequent message confirming your opt-out request.

7. Message and Data Rates May Apply.

8. United States Participating Carriers include AT&T, T-Mobile®, Verizon Wireless, Sprint, Boost, U.S. Cellular®, MetroPCS®, InterOp, Cellcom, C Spire Wireless, Cricket, Virgin Mobile and others.

9. Program Availability: Currently, the Text Message Program is only available to certain residents of the U.S. You understand and acknowledge that you may not sign up for, access, or attempt to access or use the Text Message Program from countries outside of the U.S. You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any content or software subject to restrictions under such laws to a national destination or person prohibited under such laws.

Questions / Support: You can contact the Company at team@lockerverse.com.