

# GoldBreaks Terms of Purchase

By electing to purchase any GoldBreak(s) (as defined below) from GoldBreaks, LLC (“GoldBreaks”), you affirmatively acknowledge and agree to these GoldBreaks Terms of Purchase. The Gold Breaks and related services are not available to minors. You acknowledge and agree that you are at least 18 years of age and lawfully reside in the United States of America. This Agreement governs all matters in connection with the purchase of GoldBreak(s), including the Item(s) within the GoldBreak, from GoldBreaks. GoldBreaks reserves the right to update and make changes to this Agreement at any time by updating this page or providing notice to you electronically or as otherwise permitted under applicable law. GoldBreaks may also update and make changes to the terms applicable to this Agreement as further set forth herein. Updates and changes take effect when GoldBreaks posts them. GoldBreaks may also ask you to acknowledge your acceptance of this Agreement through an electronic click-through. It is your responsibility to periodically visit this page and review this Agreement for updates.

THE USER AGREEMENT (AS DEFINED BELOW) CONTAINS A DISPUTE RESOLUTION AND ARBITRATION PROVISION (AVAILABLE [HERE](#)) THAT GOVERNS HOW CLAIMS YOU AND GOLDBREAKS HAVE AGAINST EACH OTHER ARE RESOLVED. READ THE TERMS CAREFULLY BECAUSE THEY CONTAIN: (I) LIMITATIONS OF LIABILITY AND DISCLAIMERS REGARDING RISK OF LOSS AND DAMAGES; AND (II) A PROVISION REQUIRING ARBITRATION OF DISPUTES BETWEEN US, INSTEAD OF CLASS ACTIONS OR JURY TRIALS.

## 1. Definitions.

- a. “Account” means the account with GoldBreaks listed in your name.
- b. “Affiliates” means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity. For the purposes of this definition, an entity shall be deemed to “control” another entity if the first entity: (i) owns, beneficially or of record, at least fifty percent (50%) of the voting securities of the other entity; or (ii) has the ability to elect a majority of the directors, managing members, or other governing body of the other entity.
- c. “Agreement” means these GoldBreaks Terms of Purchase and the [User Agreement](#), each of which are incorporated by reference herein and the terms of

which you expressly acknowledge and agree to.

d. "Business Day" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions are authorized or obligated by law to close in New York City, New York, United States.

e. "Item Value" means the estimated Value of an Item as provided by the latest available market data.

e. "Display Price" means, on an Item by Item basis and subject to this Agreement, the price that is displayed as the "Value" price on the Website for a period of up to 7 days following your purchase of such Item from GoldBreaks (subject to this Agreement).

f. "GoldBreaks" means GoldBreaks, LLC.

g. "Item(s)" means the collectible item(s) included within a single GoldBreak Bag that you purchased from GoldBreaks on the Website.

h. "Net Sale Proceeds" means, on an Item by Item basis, the Display Price, less (i) the Marketplace Surcharge and (ii) any applicable taxes and other fees.

i. "User Agreement" means the User Agreement that governs your Account and use of Services <https://goldbreaks.com/useragreement>.

j. "Value" means, at any given time in which you view an Item, the estimated fair market value of such Item, as may be determined by the latest available market data of such Item.

k. "Website" means goldbreaks.com, and/or any subdomains, subdirectories, or any content located after a backslash ("/"), including but not limited to, pages within the same goldbreaks.com domain.

o. "you" means the individual or entity agreeing to the terms of this Agreement.

## 2. Terms of Purchase.

a. By clicking "Buy Now" on the Website, you hereby irrevocably agree to purchase a pack that contains a digital representation of a single PSA at a specific cost designated on the Website (each, a "GoldBreak Bag").

b. Each GoldBreak Bag is sold at a price that appears below the applicable level of GoldBreak Bag you are purchasing. All GoldBreak Bag sales are final and may not be returned.

c. By purchasing a GoldBreak Bag, you expressly acknowledge and agree to

the following:

i. The only representation, warranty, or covenant that GoldBreaks or any of its Affiliates makes about a GoldBreak Bag is that it will contain (A) an Item that is a digital representation of a single Item, (B) you will have a limited ability for a period of up to 24 hours after your purchase of a GoldBreak, unless you perform an alternative action as described herein (the “Buyback Period”), to sell the Item within such GoldBreak Bag back to GoldBreaks (each, a “Buyback”) under the terms and conditions set forth in the GoldBreaks Sale Agreement contained [here](#) (the “Buyback Terms”), and subject to a Marketplace Surcharge (as defined in the Buyback Terms), and (C) if you do not opt to consummate a Buyback within the applicable Buyback Period, you will have the ability to manage the Item through your GoldBreaks Account, including having the option to withdraw the Item to a designated physical address for an associated cost. You acknowledge that Item values are subject to fluctuation and the estimated value for your Item(s) may increase or decrease following your sale of such Item(s) via a Buyback or otherwise. For the avoidance of doubt, if you elect to withdraw an Item from your GoldBreaks Vault prior to the completion of the 24 hour post-purchase period, the Buyback Period will immediately conclude at such time.

ii. Even if advertising, marketing, or promotional materials or statements made by GoldBreaks its Affiliates include or otherwise reference representative Items that may be available to certain customers who purchase a GoldBreak from time to time, the specific GoldBreak you purchase is not guaranteed to include any particular Item, or an Item that has a certain Value. GoldBreaks reserves the right to limit the amount of GoldBreaks you purchase at its discretion.

iii. The Value of your Item(s) may not meet or exceed the price you paid for your GoldBreak purchase. Values are inherently subjective. Values are subject to change and may be volatile. While Values are based on a number of factors, the market for collectible items is dynamic and Values represent estimates at a given time, in part, based on the subjective nature of collectible Values. For illustrative purposes and without limitation, while a Value may reflect recent sales, recent events may suddenly impact any Values without being reflected in the Values presented to you or which are used to provide estimates for GoldBreaks. Values shown to you may conflict with one another. GoldBreaks and its Affiliates disclaim any representation or warranty that either (A) the Values presented for an Item are the same as any other person or entity may ascribe to such Item at a given time or (B) any Item has any particular value in any third-party marketplace, aside from the limited Buyback right described herein. You are purchasing a GoldBreak Bag willingly in light of all of the above

information regarding Values.

d. Saleback Funds; GoldBreaks Wallet

i. Your Account includes a digital wallet feature ("Wallet") that allows you to hold the Net Sale Proceeds derived from the sale of your Items pursuant to a Sale. Your Wallet balance may be used to purchase other GoldBreaks products or, where applicable, to request a cash payout via check or to a bank account linked with Stripe, Inc. ("Stripe").

ii. The Wallet is a closed-loop feature intended only to facilitate transactions on the GoldBreaks platform. It is not a bank account, savings account, or general purpose money transmission service. Funds held in your Wallet are not insured, and you will not receive interest or other earnings on the funds in your Wallet.

iii. Your Wallet may only be funded through the deposit of Net Sale Proceeds from the Sale of an Item through other marketplace features GoldBreaks may make available. Funds in your Wallet may only be used to purchase GoldBreaks products or to be withdrawn as described in Section 2(d)(iv) below. Funds may not be used for peer-to-peer transfers or for any other purpose.

iv. To receive a cash payout of funds from your Wallet, you must connect a valid Stripe account or provide the information required for issuance of a check. You must also provide any information required by Stripe or by us to verify your identity and process the transaction, including pursuant to our AML and fraud prevention policies, and then elect to withdraw such Net Sale Proceeds from the Wallet. All payouts are processed by Stripe, or GoldBreaks for issuance of a check, and you agree to comply with Stripe's terms and conditions when connecting your account. GoldBreaks is not responsible for any delays or issues in processing payouts that are attributable to Stripe or your financial institution.

v. You agree and understand that all funds held in your Wallet are maintained in pooled custodial accounts held by our third-party payment processors on your behalf. GoldBreaks does not take custody of or title to your funds.

vi. In order to receive any payout of funds from your GoldBreaks Wallet, you must set up and maintain a valid Stripe account linked to your GoldBreaks account. If you do not set up a Stripe account, you will not be able to access or withdraw your funds, and your funds may be subject to escheatment in accordance with applicable law, as described below. You may receive communications directly from Stripe when you use the Wallet withdrawal feature on GoldBreaks. If your Account becomes inactive, you do not respond to GoldBreaks', its Affiliates' or Stripe's attempts to contact you, or you otherwise

maintain funds in your Wallet or Account for any reason, GoldBreaks may be required by law to treat the funds in your Wallet or Account as unclaimed property. If this occurs, GoldBreaks will handle the funds in accordance with applicable state escheatment laws.

### 3. Representations; Warranties; and Covenants.

a. You represent, warrant, and covenant to GoldBreaks, GoldBreaks' Affiliates that:

i. you are at least 18 years of age and lawfully reside in the United States of America;

ii. you are willfully entering into this Agreement and have carefully read all of its terms and conditions, and this Agreement has been duly authorized and delivered by you and constitutes your legally binding obligation, your agreeing to the terms of this Agreement does not and will not conflict with any other agreement to which you are party or which you are aware; and

iii. the Item(s), upon purchase, will be kept, free and clear of all liens, claims (including ownership or inheritance claims), and encumbrances of others, including, but not limited to, claims of governments or governmental agencies, and you will have the right to sell the Item(s) if you elect to go that route pursuant to separate features available through GoldBreaks or its Affiliates.

b. To the extent GoldBreaks learns or reasonably believes that you have violated any of the representations, warranties or covenants in this Section 3, GoldBreaks' remedies will include, without limitation, reversing the purchase of a GoldBreak, which may be accomplished by refunding your payment method and removing an Item from your GoldBreaks Vault, at GoldBreaks' discretion.

c. Your representations and warranties will survive completion of the transactions contemplated by this Agreement in perpetuity.

### 4. Indemnification.

Without limiting the terms of the [User Agreement](#), you agree to indemnify, hold harmless, and defend GoldBreaks or its Affiliates, and its and their respective Affiliates' directors, officers, and employees for all claims, costs, losses, damages, fees, fines, penalties and other liabilities brought against any of the foregoing by any third party arising out of or relating to (a) your breach of this Agreement, including, without limitation, any breach of the representations and warranties in Section 3; (b) any violation of any law or regulation or the rights of any third party; or (c) your negligence, willful misconduct, or fraud. In such cases, GoldBreaks will have the

right to select its own counsel and to control the defense or settlement of any claim. This indemnification Section expressly survives the completion of the transactions contemplated by this Agreement in perpetuity.

#### 5. Additional Required Information.

You agree to provide GoldBreaks, from time to time and upon GoldBreaks' request, verification of identity and other information that GoldBreaks believe in GoldBreaks' sole discretion is reasonably required by applicable law or regulation or which GoldBreaks or GoldBreaks' Affiliates otherwise may require pursuant to GoldBreaks' policies and procedures.

#### 6. Privacy.

You acknowledge and agree that GoldBreaks or its Affiliates may record any information that you supply on the Website or to GoldBreaks or its Affiliates that GoldBreaks obtains about you on the Website or in GoldBreaks or its Affiliates' data systems. Your personal information will be maintained in accordance with the GoldBreaks Privacy Policy. You hereby acknowledge receipt of the GoldBreaks Privacy Policy, which is available [here](#) and may be updated from time to time. From time to time, GoldBreaks and its Affiliates may send you information about GoldBreaks' and its Affiliates' sales and other activities.

#### 8. No Legal, Financial or Tax Advice.

This Agreement is an important legal document. You acknowledge that you have agreed to the terms of this Agreement after having had the opportunity to consult with an attorney of your own choosing. Notwithstanding any references to any transactions or arrangements in this Agreement, or any contemporaneous written, oral, or implied understandings of the parties relating to the subject matter of this Agreement, none of GoldBreaks its Affiliates has provided legal, financial or tax advice to you or for your benefit in connection with the transactions contemplated by this Agreement, and no one employed or engaged by any such parties has acted as your attorney, financial advisor or tax advisor. You agree you have carefully read this Agreement in its entirety, understand all of its terms, and knowingly and voluntarily agree to all of them.

#### 9. Governing Law; Dispute Resolution Process.

This Agreement will be governed by the laws of the State of California, irrespective of the principles of conflicts of law. You and GoldBreaks agree to final and binding arbitration of all Claims as defined in the in Section 17 of the [User Agreement](#) (the "Arbitration Agreement") before the American Arbitration Association pursuant to the written Arbitration Agreement. PLEASE READ THE ARBITRATION AGREEMENT CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS BETWEEN YOU AND GOLDBREAKS WILL BE RESOLVED.

#### 10. Disclaimer of Warranties.

WITHOUT LIMITING THE TERMS OF THE [USER AGREEMENT](#), WITH RESPECT TO GOLDBREAKS' SERVICES UNDER THIS AGREEMENT, THE REMEDIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED. ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, HEREBY ARE DISCLAIMED AND EXCLUDED.

Personnel and employees of GoldBreaks or its respective Affiliates are not authorized to make any statement, representations, or warranties contrary to this Agreement and any additional statement, including without limitation, statements made by any of GoldBreaks or its Affiliates' personnel or employees or those made in any advertising or presentation materials (oral or written) do not constitute representations and warranties by GoldBreaks, or its respective Affiliates and should not be relied upon as such.

#### 11. Liability Limitations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, WITHOUT LIMITING THE TERMS OF THE [USER AGREEMENT](#), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY THAT GOLDBREAKS OR ANY OF ITS RESPECTIVE AFFILIATES HAS TO YOU, OR ANY THIRD PARTY FOR WHOM YOU MAY BE ACTING, ARISING FROM ANY CAUSE, ACT, OMISSION OR OTHER CIRCUMSTANCE, SHALL IN NO EVENT EXCEED THE NET SALE PROCEEDS FOR THE ITEM GIVING RISE TO ANY SUCH LIABILITY UNDER THIS AGREEMENT; PROVIDED THAT, IF AN ITEM DOES NOT SELL PRIOR TO SUCH LIABILITY ARISING, SUCH MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED \$100 USD.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GOLDBREAKS OR ANY OF ITS RESPECTIVE AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS, BE LIABLE TO YOU OR ANY OTHER PARTY, UNDER ANY CIRCUMSTANCES OR LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF MONEY, GOODWILL OR REPUTATION, COSTS OF DELAY OR LOST PROFITS, BUSINESS INTERRUPTION DAMAGE, OTHER INTANGIBLE LOSSES OR ANY INTRINSIC OR SENTIMENTAL VALUE OF AN ITEM, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, EMOTIONAL DISTRESS, DEATH, REAL OR PERSONAL PROPERTY DAMAGE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Notice. Any notices given to you or GoldBreaks shall be in writing to your and GoldBreaks' respective addresses, including the email addresses associated with your Account (or to such other address as you or GoldBreaks may notify the other in writing from time to time, including to your addresses on file in connection with your Account). Notice shall be deemed to have

been given five Business Days after mailing or on the same day of delivery by email.

13. Legal Relationship. Any intention to create an employer/employee, joint venture, fiduciary, agency or partnership relationship between GoldBreaks, or its Affiliates, and you is expressly disclaimed.

14. IRS Reporting. Where GoldBreaks is required by law to withhold tax from any payment due to you, you authorize GoldBreaks to withhold such amounts from the Net Sales Proceeds. You must provide to GoldBreaks the appropriate information required, including your tax identification number, to legally obtain a reduction or elimination of tax GoldBreaks may be required to withhold. Failure to provide the appropriate information will result in GoldBreaks having to hold your Item(s) from being listed for sale or withhold U.S. tax from any payment due to you pursuant to this Agreement. Where GoldBreaks is required by law to report the amount of proceeds paid to you to tax authorities in any jurisdiction, you authorize GoldBreaks to make such reporting. If GoldBreaks is required to pay any taxes, duties, VAT or any other applicable tax on your behalf in any country other than the country of the applicable sale site, you authorize GoldBreaks to withhold such amounts from the Net Sale Proceeds or, if you have already received the Net Sales Proceeds, you shall reimburse GoldBreaks for any amounts GoldBreaks pay to the extent permissible by law. As security for the payment of such amounts, you grant to GoldBreaks a security interest in any property or funds in the possession, or coming into the possession of GoldBreaks or any of GoldBreaks' Affiliates. GoldBreaks may apply such funds or deal with such property as the Uniform Commercial Code or other applicable law permit a secured creditor to do.

15. Miscellaneous. This Agreement shall be binding upon your heirs, executors, beneficiaries, successors and assigns, but you may not assign this Agreement without GoldBreaks' prior written consent. This Agreement constitutes the entire agreement between you and GoldBreaks with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous written, oral, or implied understandings, representations, and agreements of the parties relating to the subject matter of this Agreement. Neither you nor GoldBreaks may amend, supplement, or waive any provision of this Agreement except by a writing signed by you and GoldBreaks. The contractual obligations and duties set forth in this Agreement are only valid once you have acknowledged and agreed to this Agreement. If any term, provision, or clause of this Agreement or any portion of such term, provision or clause is held invalid or unenforceable, the remainder of this Agreement will not be affected thereby and each remaining term, provision or clause or portion thereof will be valid and enforceable to the full extent permitted by law. Any section headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.