

TERMS OF USE

Version 1.0

These Terms of Use have been updated as of August 12, 2026, and shall supersede and replace all prior Terms of Use.

These Terms of Use (“the Terms” or “TOU”) and the Arbitration Agreement (see Section 16) form binding agreements between you (“You,” or “User,”) and Joyloop Inc. (“Joyloop,” the “Company,” “Us, or “We”) which provide all of the terms and conditions governing Your access and use of <https://play.pickem.social/> and any related websites and applications (the “Site,” or “Platform”), as well as Your creation of Your Joyloop user account (“User Account”), any transactions or dealings with Us in any way, and any of the information, content, functionality and resources published or enabled via the Platform (collectively, the “Service”).

The Platform allows consumers to purchase and open digital “mystery packs,” which contain a digital representation of real collectible cards. When a user opens a pack, they will receive one of several predetermined cards displayed alongside the odds of receiving that card and its market value.

The Platform utilizes a graphic user interface (“GUI”) to reveal the card(s) purchased by the User. The GUI is purely cosmetic and does not impact the card(s) purchased by the consumer. The Platform implements a ‘provably fair’ system to ensure that results are genuinely random and unbiased, and provides users with information to verify the fairness of results

Once a card is revealed, it is stored in the User’s online inventory. User may elect to: (1) claim the card and have the physical card shipped to the delivery address associated with their User Account; (2) leave the card in their inventory; or (3) sell the card back to Joyloop for Gold Coins at an amount equal to 90% of the fair market value of the card as assigned at the time the User opened the pack. In addition to the card, the User will also receive nonredeemable virtual points referred to as “VIP Points” in an amount equal to the cost of the pack.

VIP Points are used to track gameplay progress and are accumulated by opening packs. Accumulating VIP Points results in better in-game perks and access to various prizes and awards, including daily and other periodic rewards. Weekly, users also receive a certain percentage of the money spent on gameplay back to be used to open packs; this percentage increases as VIP Points are accumulated. Users will always receive a combination of a card and VIP Points greater than the price paid to open the pack.

IMPORTANT NOTICES:

THESE TERMS OF USE INCLUDE AN ARBITRATION AND CLASS ACTION WAIVER AGREEMENT WHICH REQUIRES THAT ANY PAST, PENDING, OR FUTURE DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS ONLY AND FOR YOUR OWN LOSSES ONLY. YOU MAY NOT PROCEED AS A CLASS REPRESENTATIVE, MEMBER OR

PART OF ANY PROPOSED CLASS, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL SUIT, QUI TAM ACTION OR ANY REPRESENTATIVE PROCEEDING, OR OTHERWISE SEEK TO RECOVER ON BEHALF OF OTHERS OR FOR THE BENEFIT OF OTHERS IN ANY TYPE OF CLAIM OR ACTION. ARBITRATION MEANS YOU WILL NOT BE ABLE TO SEEK DAMAGES IN COURT OR PRESENT YOUR CASE TO A JURY, UNLESS OTHERWISE PERMITTED BY THESE TERMS.

OPT-OUT. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION ON A RETROACTIVE BASIS AND AS TO ANY FUTURE CLAIMS, AND YOU HAVE *NOT* PREVIOUSLY AGREED TO AN ARBITRATION PROVISION WITH US IN CONNECTION WITH YOUR USE OF OUR SERVICES, YOU MAY OPT OUT OF THE ARBITRATION AGREEMENT WITHIN THIRTY (30) DAYS OF ENTERING THIS AGREEMENT BY FOLLOWING THE INSTRUCTIONS PROVIDED IN THE “BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER” – SEE SECTION 16 OF THESE TERMS, BELOW. OPTOUT REQUESTS SENT AFTER THE THIRTY (30) DAY PERIOD SHALL BE NULL AND VOID. EVEN IF YOU OPT OUT OF THE ARBITRATION AGREEMENT IN SECTION 16, ALL OTHER REMAINING SECTIONS OF THESE TERMS APPLY.

PLEASE READ THE FOLLOWING TERMS, THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (SEE SECTION 16 BELOW), AND JOYLOOP’S ONLINE PRIVACY POLICY CAREFULLY BEFORE USING THE SERVICES OFFERED IN CONNECTION WITH ANY JOYLOOP SERVICES OR WEBSITE OR APPLICATION. YOU AGREE THAT YOUR CONTINUED USE OR ACCESS OF THE SITE OR SERVICES SHALL BE SUBJECT TO THESE TERMS OF USE, WHICH FURTHER INCORPORATE AND INCLUDE JOYLOOP’S ONLINE PRIVACY POLICY, THE OFFICIAL SWEEPSTAKES RULES, AND ANY OTHER POLICIES THAT EXPRESSLY INCORPORATE THESE TERMS (COLLECTIVELY, “INCORPORATED POLICIES”).

IT IS AN EXPRESS CONDITION OF THIS AGREEMENT THAT ANY CLAIMS YOU MAY HAVE AGAINST JOYLOOP ARISING FROM ANY PAST, PRESENT OR FUTURE USE OF TRACKING SOFTWARE, INCLUDING BUT NOT LIMITED TO USE OF A META PIXEL, “COOKIES,” “GET REQUESTS” OR JAVASCRIPT IN HTML CODE OF THE COMPANY’S WEBSITE THAT INTERCEPTS, TRACKS, STORES, AND ANALYZES YOUR INTERACTIONS WITH THE COMPANY’S PLATFORM FOR PURPOSES OF OBTAINING DATA OR TARGETED ADVERTISEMENT ARE HEREBY FULLY WAIVED, RELEASED AND COMPROMISED. JOYLOOP SHALL HAVE NO LIABILITY TO YOU FOR ANY PAST, PRESENT OR FUTURE CLAIMS ARISING OUT OF OR RELATED TO THE USE OF TRACKING TECHNOLOGY.

Acceptance of Terms. You represent and warrant that You have the right, authority, and capacity to accept these Terms and to abide by them, that You are of legal age and that You have fully read and understood the Terms. You must read these Terms carefully in their entirety **before checking the box for acceptance of these Terms**. By using, or otherwise accessing the Service, or clicking to accept or agree where that option is made available, You confirm that you have read and agree to these Terms. If you do not agree to these Terms, then you may not access or use the Platform or Service. All of your activity on the Site or Platform, and all or your transactions with Joyloop,

including all events which occurred before your acceptance of these Terms, shall be subject to these Terms.

The Service is not sponsored, endorsed, or administered by, or associated with Apple®, Facebook® or Google®. You understand that you are providing your information to Joyloop only and not to Apple®, Facebook® or Google®.

1. Changes to Terms of Use and Incorporated Policies

1.1 From time to time, We may modify or amend these Terms. If We do so, any such modifications or changes shall be reflected in the TOU on the Site. We may also, but shall not be required to, notify You by email regarding any material changes to the TOU. Whether You receive or review such notifications, You agree that You will be bound by any such changes and that it shall be Your responsibility to check the Terms, as posted on the Site prior to accessing the Site or partaking in any Service. Your further use of the Service after any changes are posted shall constitute further consent and agreement to the terms as changed or amended.

1.2 From time to time, We may also modify or amend any of the Incorporated Policies. If we do so, any such modifications or changes shall be reflected in the Incorporated Policies as posted on the Site. You agree that You will be bound by any such changes and that it shall be Your responsibility to check the Incorporated Policies as posted on the Site prior to accessing the Site or partaking in any Service. Your further use of the Service after any changes are posted shall constitute further consent and agreement to the Incorporated Policies as changed or amended.

1.3 If You have any questions about these Terms or the Incorporated Policies, please contact customer support at support@pickem.social.

1.4 In the event of any conflict between the Terms and the Incorporated Policies, the Terms shall control.

2. Limited Revocable License (the “License”)

2.1 Virtual Currencies and Balances. The Platform uses various in-site virtual currencies and balances, as follows:

2.2 Gold Coins (“GC”). Gold Coins are a virtual currency used for Freemium play on the Platform. Gold Coins are non-redeemable and have no cash value. Gold Coins may be purchased using Your USD Cash Balance or other accepted Payment Mechanisms. The Service includes a License (as defined below) to use Gold Coins on the Platform. Gold Coins are nontransferable and may be used subject to the License only.

2.3 Sweep Coins (“SC”). Sweep Coins are a promotional sweepstakes currency that may be obtained for free through various methods, including Daily Rewards, promotional giveaways, bonuses accompanying Gold Coin purchases, and mail-in requests, as described in the Official Sweepstakes Rules. Eligible Sweep Coin winnings may be redeemed subject to the Official Sweepstakes Rules. The Service includes a License (as defined below) to use Sweep Coins on the Platform. Sweep Coins are nontransferable and may be used subject to the License only.

2.4 USD Cash Balance. Users maintain a USD-denominated cash balance (“USD Cash Balance” or “Cash Balance”) in their User Account. Users may deposit funds into their USD Cash Balance using their preferred Payment Mechanism. Eligible Sweep Coin winnings may be redeemed into the User’s USD Cash Balance, subject to the Official Sweepstakes Rules. The USD Cash Balance may be used to purchase Gold Coins and Ripping Packs on the Platform.

2.5 Ripping Packs. Ripping Packs are digital “mystery packs” containing digital representations of real collectible cards. Ripping Packs are purchased using Your USD Cash Balance. The Service includes a License (as defined below) to purchase and open Ripping Packs on the Platform solely as permitted by these Terms.

2.6 Digital Cards. Packs contain digital representations of physical collectible cards. The Service includes a License (as defined below) to use the Digital Cards that You obtain via a purchase on the Platform solely as permitted by these Terms. Digital Cards are nontransferable, except as permitted by these Terms, and may be used subject to the License only.

2.7 The License. Subject to Your agreement and continuing compliance with these Terms, we grant You a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable, license to access and use the Platform and Service solely for Your personal, private entertainment and for no other reason (the “License”). Other than this limited License to use the Service, You have no right or title in or to any attributes associated with use of the Service or stored within the Platform. You acknowledge and agree that Your License to use the Service is limited by these Terms and if You do not agree to, or act in contravention of, these Terms, Your License to use the Service may be immediately terminated. We have the absolute right to manage, regulate, control, modify and/or eliminate the Platform or Service as we sees fit in our sole discretion to the extent legally permissible, and We shall have no liability to You or anyone for the exercise of such rights.

2.8 No Right to Sell or Assign. The transfer or sale of your User Account to any other person is strictly prohibited. You may NOT sell or assign Your User Account to any other person under any circumstances. Any attempt to do so is in violation of these Terms, will result in in closure and forfeiture of the User Account, and may result in a lifetime ban from the Service and possible legal action.

2.9 These Terms do not grant You any right, title or property or ownership interest in the Service or Platform.

2.10 This Service is licensed, not sold, to You. You agree that We and our own licensors own all rights, title and interest in and to the Service, including all intellectual property rights therein as further specified below in Section 9, and that We retain ownership of the Service even after any installation on Your device. You agree not to delete or in any manner alter the copyright, trademark or other proprietary rights notices or markings which may appear on the Service.

2.11 Except as identified and specified in these Terms, You agree not to:

2.11.1 sell, rent, distribute, transfer, license, sub-license, lend or otherwise assign any rights of any part of the Service or your User Account to any third party;

2.11.2 copy, modify, create derivative works of the Service (including but not limited to any software that forms part of the Service), including, without limitation, making adaptations or modifications to the Service;

2.11.3 reproduce the Service or any part in any form or by any means;

2.11.4 exploit the Service in any unauthorized way whatsoever, including without limitation, by trespass or burdening network capacity;

2.11.5 disassemble, decompile, reverse engineer, or attempt to derive the source code of the Service, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law;

2.11.6 make the Service available to multiple users by any means, including by uploading the Service to a file-sharing service or other type of hosting service or by otherwise making the Service available over a network where it could be used by multiple devices at the same time;

2.11.7 misrepresent the source of ownership of the Service;

2.11.8 scrape, build databases or otherwise create permanent copies of any content derived from the Service; or

2.11.9 use the Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party.

3. Eligibility

Your eligibility for continued use of the Service is contingent on Your ongoing compliance with these Terms, in particular:

3.1 You must be over 18 years of age or the minimum legal age of majority whichever is higher in the jurisdiction in which you are located at the time of User Account registration or accessing or using the Service and are, under the laws of the jurisdiction(s) applicable to You, legally allowed to access the Service and make purchases on the Site;

3.2 You must monitor Your User Account and ensure that no child under the age of 18 can access the Service using Your User Account. You accept full responsibility for any unauthorized use of the Service by minors and You acknowledge that You are responsible for any use of the Service, including use of Your credit card or other payment instrument by minors;

3.3 You must be a United States citizen or citizen of a country in which participation has been authorized by Joyloop;

3.4 You must be physically located in a jurisdiction in which access to the Site and use of the Service is not prohibited by law. The Ripping Packs product is not available to users physically located in Michigan, Minnesota, Montana, Nevada, or Washington, and You represent and warrant that You are not physically located in any of these states when accessing or using the

Ripping Packs product. The Sweepstakes product is not available to users physically located in Michigan, Montana, Nevada, or Washington, and You represent and warrant that You are not physically located in any of these states when accessing or using the Sweepstakes product;

3.5 You understand and accept that we are unable to provide You with any legal advice or assurances and that it is Your sole responsibility to ensure that at all times You comply with the laws that govern You and that You have the complete legal right to use the Service;

3.6 You access and use the Service strictly in Your personal capacity for recreational and entertainment purposes only;

3.7 You further represent and warrant that all information you supply to Us is complete and accurate. Knowingly submitting incomplete or inaccurate information may result in immediate termination of Your User Account, revocation of any License from Us, and any further participation or access to the Service, at Joyloop's sole discretion, to the extent legally permissible;

3.8 You will not be involved in any fraudulent or other unlawful activity in relation to Your access or use of the Service, and You will not use any software-assisted methods or techniques (including but not limited to "bots") designed to automatically engage in transactions, or "scrape" or download data from any portion of the Platform and/or Service. We reserve the right to invalidate any participation in the event of such behavior;

3.8.1 Without limiting the foregoing, You agree not to:

3.8.2 use IP proxying, VPNs, or other methods to disguise Your location or the place of Your residence to circumvent geographical restrictions on Service access or use;

3.8.3 engage in bonus abuse of any kind, including abuse of any offers, promotions, or rewards;

3.8.4 use artificial means, including creating multiple User Accounts, to manipulate or exploit any feature of the Platform or Service;

3.8.5 post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Joyloop user;

3.8.6 post, email, transmit, upload, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; or

3.8.7 tamper with the administration of the Service or try to in any way tamper with the computer programs associated with the Service.

3.9 If, in the reasonable opinion of Joyloop, we form the view that a player is abusing the Service, to derive any advantage or gain for themselves or another, including by way of

fraudulent conduct, we may, at our sole discretion, withhold, deny or cancel any purchase, promotion or contest, as We see fit, or terminate or suspend the User Account of such person.

3.9.1 You will not directly or indirectly participate in groups or take advantage of, or encourage others to participate in or take advantage of schemes, organizations, agreements, or groups designed to share: (a) hacks or money-making strategies; (b) special offers or packages sent to a specific set of players; or (c) identification documents (including, but not limited to, photographs, bills and lease documents) for the purpose of misleading Joyloop as to a player's identity.

3.10 In relation to any payments made on the Platform, You must only use a valid form of payment accepted by the Platform or its third party payment processing provider(s) ("Payment Agent(s)") which lawfully belongs to You (the "Payment Mechanism").

4. Your User Account

4.1 You may be required to create a User Account in order to be eligible to access certain features of the Platform, including but not limited to purchasing or opening digital packs, revealing collectible cards, requesting shipment, or accepting a buy-back purchase (or "Gold Coins" credit).

4.2 Only one User Account is permitted per person. In the event You open or try to open more than one User Account, all User Accounts You have opened or try to open may then be terminated or suspended and any prizes may be voided.

4.3 If You lose access to Your User Account, You must not register a new User Account. Rather, You must contact customer support via email at support@pickem.social to have Your User Account status updated.

4.4 You are required to keep Your personal details up to date. If You change Your address, email, phone number or any other contact details or personal information, please contact customer support. The name that You provide to us at registration must match any identification You provide for Your User Account verification.

4.5 During the registration process, You may be required to select a password.

4.6 You confirm that You will not share Your User Account or password with any other person or let anyone else access or use Your User Account without our written permission. You will not access or use a User Account which has been rented, leased, sold, traded, or otherwise transferred from the User Account creator without our written permission.

4.7 If You become aware, or have reasons to suspect, that the security of Your User Account may have been compromised, including loss, theft or unauthorized disclosure of Your password and User Account details, You must notify us immediately.

4.8 You are responsible for maintaining the confidentiality of Your User Account and accept responsibility for all uses of the User Account, including any purchases (whether or not authorized by You).

4.9 We reserve the right to close Your User Account if it has no activity for a period of sixty (60) days or longer. You agree that We are not required to give notice to You prior to taking such action, although we may choose to do so in our sole discretion.

4.10 If Your User Account has no activity for twenty-four (24) months, it will be considered “Inactive.” To the extent permitted by applicable law, Joyloop may assess a fee of \$1.00 USD per month on all Inactive User Accounts until the User Account is reactivated by logging into your User Account, making a purchase, or withdrawing funds. Fees may be applied on a monthly, quarterly, yearly, or other basis at the discretion of Joyloop, retroactive to the date the User Account became Inactive. No maintenance fee will be assessed against any Inactive User Account that has a zero balance.

4.11 If your User Account remains inactive for the amount of time specified by applicable state law (typically, between 3-5 years), it will be considered dormant. For example, a User Account may be considered dormant in Arizona, Colorado, Indiana, Maine, Maryland and New York when they remain inactive for three (3) years. Any Gold Coins remaining in a dormant User Account will be converted to cash. Any USD Cash Balance remaining in a dormant User Account will be handled in accordance with applicable abandoned property law. Any digital cards remaining in an abandoned User Account will be sold back to Joyloop for Gold Coins at 90% of the fair market value at the time the card was digitally revealed on the Platform. Joyloop will follow applicable law related to abandoned funds. To the extent permitted by applicable law, Joyloop may charge additional fees associated with the delivery of abandoned funds to the applicable state agency.

4.12 If You wish to close Your User Account, You may do so at any time by contacting customer support. Closing Your User Account will forfeit all continued access to and right to use, enjoy or benefit from the Platform or Service associated with Your User Account.

4.13 We reserve the right to refuse to open or the right to close a User Account at our sole discretion.

4.14 User Account registrations may be limited to one User Account registration per person or per IP address at our sole discretion.

4.15 We reserve the right, at our sole discretion, to terminate, deactivate, or suspend your User Account (notwithstanding any other provision contained in these Terms) for any reason at our sole discretion, including but not limited to, where we have reason to believe that you have or are likely to engage in behavior that involves any measure of cheating or hacking of the Platform or Service.

5. Terms of Sale

5.1 All pricing and payment terms for products available on the Site will be provided at the point of sale or otherwise on the Platform and/or through any Service in connection with such products (“Terms of Purchase”). Any Terms of Purchase are part of the Incorporated Policies. Any payment obligations you incur are binding.

5.2 Once You open a digital pack and Your cards are revealed, the card(s) will be stored in Your inventory. User may elect to: (1) within three (3) hours of digitally opening the pack, have the physical card(s) shipped to the delivery address associated with their User Account; (2) leave the card(s) in their inventory; or (3) at any time, sell the card back to Joyloop for Gold Coins at an amount equal to 90% of the fair market value **at the time the card was digitally revealed** on the Platform.

Shipping

5.3 In the event that You request shipment of the Card(s) in your inventory, Joyloop may charge shipping and handling fees. You will be responsible for all shipping and handling fees, which will be disclosed to You when You request shipment.

5.4 In the event that You request shipment of the Card(s) in your inventory, we may request additional information from You that is necessary to complete shipment. In the event that you fail to provide us with the requested information within three (3) hours of making the redemption request, we reserve the right to terminate the redemption process or charge an additional fee to compensate the Company for any additional redemption efforts. In such circumstances, the Company will not be responsible for any failure or delay in shipping.

5.5 Joyloop has no obligation to ship physical cards past the three (3) hour timeframe, and any request for shipment of the physical card past the three (3) hour timeframe will be voided, except at Joyloop's sole discretion. Joyloop reserves the right, at its sole discretion, to honor a request to ship a physical card past the three (3) hour timeframe, in which case, Joyloop, will be deemed to have complied with its shipment obligation, and You will be prohibited from returning the item or otherwise requesting to sell the item back to Joyloop for Gold Coins credit.

5.6 We, typically, ship products purchased on the Platform within three (3) business days after confirming your request and verifying Your User Account, as set forth in these Terms. However, we reserve the right to take longer in the event of unforeseen circumstances.

5.7 The risk of loss and title to physical cards pass to you upon our delivery of the product(s) to our third-party carrier. The replacement of products or credits for products claimed as not received are subject to investigation and may be provided, at our sole discretion. We disclaim all liability, and We have no obligation to replace or provide cash or credit for products that You do not receive due to the negligence or and/or acts beyond the authority given by us to a third-party service provider, or an error or omission in the shipment information provided by You.

5.8 When a physical card is shipped, the digital representation of the card will be removed from your online inventory, and the License to the digital card will be revoked.

5.9 When your order ships, You may receive an email providing the shipment tracking number(s). To see the detailed progress of your shipment, click on the tracking number link provided in Your email. Please note that tracking details may not be active immediately; in that case, check back in several hours or the following day. Tracking information and support may be provided by a third-party service provider. We disclaim all liability in connection with tracking information or associated support provided by a third-party service provider.

5.10 Joyloop reserves the right to decline or cancel orders or shipment requests in our sole discretion, in whole or in part, at any time, including after acceptance of an order or shipment request. Under these circumstances, Joyloop will return any amounts already paid for any orders or shipment requests that have been cancelled by crediting Your USD Cash Balance or Gold Coin balance, as applicable. We will have no liability for any such declined or cancelled orders. We may also limit the quantity of products available to purchase, whether generally or by any individual user, at any given time or period or in connection with any specific sale.

5.11 Without limiting the generality of the foregoing, Joyloop reserves the right, in its sole discretion, to substitute the shipment of a physical card with a different physical card or Gold Coins equal to 90% of the fair market value at time the card was digitally revealed.

5.12 Joyloop reserves the right, in its sole discretion, to remove items from packs or adjust the price of packs at any time prior to the sale of the pack.

Buy Back

5.13 In the event that you elect to sell a card back to Joyloop for Gold Coins, the digital representation of the card will be removed from your online inventory, and the License to the digital card will be revoked.

5.14 A card's fair market value will be posted on the Platform when the card is revealed. Cards may be graded by third-party grading companies. Joyloop does not guarantee any grade, condition, or future market value.

6. Purchases

6.1 Each Gold Coin is equal in value to one ten-thousandth (1/10,000) of one U.S. dollar ("USD"), such that one USD equals 10,000 Gold Coins. Gold Coins have no cash value and are non-redeemable.

6.2 In order to add funds to Your USD Cash Balance, You must deposit funds into Your User Account using Your preferred Payment Mechanism. The name on Your Payment Mechanism must match the name on Your User Account. If it comes to our attention that the name You registered on Your User Account and the name linked to Your Payment Mechanism differ, Your User Account will be suspended, purchases may be voided, and any User Account balance may be adjusted accordingly. **You must promptly notify us if Your Payment Mechanism is cancelled, lost or stolen or if the security of Your Payment Mechanism has otherwise become compromised.**

6.3 You acknowledge and agree that we may, from time to time and without notice, appoint one or more Payment Agents to process or make payments from or to You on our behalf.

6.4 If one or more of Your deposits on the Platform is subject to a charge back request, Your User Account will be suspended. In the event of any charge back on Your User Account, the amount of the charge back will be a debt owed by You to Us, and You must immediately submit payment for such purchases through an alternative Payment Mechanism.

6.5 You agree that we and/or our Payment Agents appointed by us from time to time may store Your Payment Mechanism details to process future purchases. By accepting these Terms, you authorize us and/or our Payment Agents to store Your payment credentials in compliance with applicable payment processing regulations.

6.6 A Payment Agent will have the same rights, powers and privileges that we have under these Terms and will be entitled to exercise or enforce their rights, powers and privileges as our agent or in their own name. In no event will we be liable to You for any loss, damage or liability resulting from the Payment Agent's negligence and/or acts beyond the authority given by us.

6.7 All purchases will be in USD, or another currency as accepted on the Platform at the time of purchase.

6.8 When You make a purchase, it will appear on Your statement as a purchase from "Joyloop."

6.9 When You make a purchase, You will receive two confirmations: (i) an on-screen confirmation that the transaction has taken place; and (ii) an email to the email address on Your User Account confirming that the transaction has taken place.

6.10 Our Customer Support can be contacted twenty-four hours a day, seven days a week via support@pickem.social. The expected response time is as soon as possible, but may take up to twelve (12) hours.

6.11 Notice for California Users Under Civil Code Section 1789.3. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N – 112, Sacramento, CA 95834, or by telephone at 1(800) 952 – 5210.

7. Promotions

7.1 From time to time, the Company may offer promotions, contests or special offers. All promotions, contests, and special offers are subject to these Terms, the official rules of the promotion, contest, or special offer, and any additional terms that may be published at the time of the promotion, contest or special offer.

7.2 We reserve the right to withdraw or alter any such promotions without prior notice to You at our sole discretion.

7.3 We reserve the right at our sole discretion and without any requirement to provide a justification to exclude You from any promotions, contests or special offers that may be offered from time to time.

7.4 We reserve the right to exclude You from any promotions, contests or special offers if we believe that You have tried to enter said promotions, contests or special offers by using more than one User Account or are otherwise engaging in any fraudulent or illegal activity (including participation that would be in breach of the law in Your local jurisdiction), whether or not You

would have or might have won but for such activity. Where multiple entries/User Accounts have been used, we reserve the right to suspend those User Accounts and withhold any promotional benefits.

7.5 You confirm that You grant us an irrevocable, perpetual, worldwide, non-exclusive, royalty-free License to use in whatever way we see fit, and without further acknowledgement of You as the author, any content You post or publish as part of a promotion, contest or competition.

8. Verification

8.1 You acknowledge that we, or a third party acting on our behalf, are entitled to conduct any verification checks (including but not limited to age and identity verifications and credit background checks) that we may reasonably require and/or that are required of us under applicable laws and regulations or by relevant regulatory authorities. You agree to comply with all verification checks in a timely manner.

8.2 You agree that we may restrict permissible activities on the Platform and/or Your opening or use of a User Account pending any verification checks having been completed to our satisfaction.

8.3 The documents required may include, but are not limited to, photo identification, such as a government issued passport or driver's license; a utility bill that matches the address registered on Your User Account; and source of wealth or source of funds documentation such as a payslip or bank statement.

8.4 In the event that any verification check cannot be completed for any reason, including Your failure to provide any requested documentation, then We may, in our sole discretion, terminate, deactivate, or otherwise restrict Your User Account or permissible activities on the Platform.

8.5 You acknowledge and agree that we may use third party service providers to run external identification, location verification and other verification checks based on the information provided by You from time to time. You may be required to enable and allow "Locations Services" on Your device or PC in order to operate the Service or access Your User Account.

9. Intellectual Property

9.1 These Terms confer only the right to use the Service and they do not convey any rights of ownership in or to the Service.

9.2 All rights, title and interest, including without limitation any copyright, patent, trade secret or other intellectual property right in the Service will remain our sole property or where licensed from a third party their sole property.

9.3 Your use of or access to the Platform or Service will not convey any ownership rights in the intellectual property to You. The titles, source and object codes, server software, the "look and feel" of the Platform, sounds, musical compositions, audio-visual effects, concepts and methods of operation, layout, text, data, User Accounts, themes, objects, characters and character

likenesses, character names and character profile information, stories, dialogue, catch phrases, locations, artwork, animations files, images, graphics, documentation, and recording of user activity, transcripts of any chat rooms, and moral rights, whether registered or not, and all applications related to the above will remain vested in us or any third party supplier of the Platform or Service.

9.4 Notwithstanding anything to the contrary in these Terms, You acknowledge and agree that You shall have no ownership or other property interest in the User Account, and You further acknowledge and agree that all rights in and to the User Account are and shall forever be owned by and inure to the benefit of us.

10. Responsibility for User Generated Content

10.1 As used in these Terms, the term “User Content” refers to any data, material or information that You submit, upload, post, publish, or otherwise make available through the Platform. User Content includes, but is not limited to, comments, messages, posts, images, videos, audio files, links or URLs, profile information, documents or files, and any other content generated, shared, or provided by Users while interacting with the Platform.

10.2 You are responsible for complying with all laws applicable to Your User Content. You agree not to submit to the Service, or send to other users of the Service, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, illegal material or any material that infringes or violates another party’s rights.

10.3 You will not provide inaccurate, misleading or false information to us or to any other user of the Service. If information provided to us, or another user of the Service, subsequently becomes inaccurate, misleading or false, You will notify us of such change immediately.

10.4 We may, in our sole discretion, delete any User Content without notice but are under no obligation to do so. We have no responsibility for the conduct of any user in the Service, including any User Content submitted in the Service. We assume no responsibility for monitoring the Service for inappropriate content or conduct. Your use of the Service is at Your own risk.

10.5 You hereby grant us the sole and exclusive, irrevocable, sub-licensable, transferable, worldwide, royalty-free license to reproduce, modify, create derivative works from, publish, distribute, sell, transfer, transmit, publicly display and use any User Content and to incorporate the same in other works in any form, media, or technology now known or later developed.

10.6 You further hereby grant to us the unconditional, right to use and exploit Your name, likeness and any other information or material included in any User Content and in connection with any User Content or Your User Account, without any obligation to You. You waive any rights of attribution and/or any moral rights You may have in Your User Content, regardless of whether Your User Content is altered or changed in any manner except as prohibited by law.

10.7 You acknowledge and agree that all User Content whether publicly posted or privately transmitted to the Service is at Your sole responsibility and risk. We disclaim any responsibility for the backup and/or retention of any User Content transmitted to the Service.

10.8 Prohibited Content; User Content that is prohibited in the Service includes, but is not limited to:

- User Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Harassing User Content;
- User Content of a sexual or offensive nature;
- User Content that promotes terrorism or religious hatred;
- User Content that promotes illegal activities or conduct that is abusive, threatening, obscene or defamatory;
- User Content of commercial nature without authorization from us; or
- User Content promoting the services of another business or competitor.

10.9 If You see any material in the Service that in Your belief is offensive, hateful, harassing or that You otherwise think is prohibited, please notify us by contacting support@pickem.social.

11. Third Party Websites & Content

11.1 The Service may contain links to content owned and/or operated by third parties, for instance third parties who may invite You to participate in promotional offers or rewards programs or third-party advertisers or payment providers. Any separate charges or obligations that You may incur in Your dealings with these third parties are Your sole responsibility. We are not responsible for any such third-party services or content and do not have control over any materials made available therein.

11.2 Our inclusion of a link to a third-party website, services or content in the Service does not imply our endorsement, advertising, or promotion of such websites, services or content or any materials available and we make no guarantee as to the content, functionality, or accuracy of any third-party website.

11.3 By accessing a third-party website, services or content, You accept that we do not exercise any control over such websites, services or content and have no responsibility for them. The third-party sites may collect data or solicit personal information from You. We are not responsible for privacy policies, or for the collection, use or disclosure of any information those sites may collect. It is always best to read and understand the terms of services and privacy policies applicable to any third-party website, services or content You may access.

11.4 We do not endorse, do not assume and will not have any liability or responsibility to You or any other person for any third-party products, services, materials or websites. Please note that the relevant third party is fully responsible for all goods and services it provides to You and for any and all damages, claims, liabilities and costs it may cause You to suffer, directly or indirectly, in full or in part.

11.5 If You use third party social networking websites to discuss the Service such as Facebook® and Twitter®, You acknowledge and agree that:

- any content that You post on such social networking sites are subject to the relevant terms and conditions of that website;
- You will not post any comments that are false, misleading or deceptive or defamatory to us, our employees, agents, officers or other players; and
- we are not responsible or liable for any comments or content that You or others post on social networking sites.

12. Copyright Infringement Notice

Joyloop requires its Users to respect the intellectual property rights of others. If You are the owner of copyright and You believe that Your work has been used in the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with a notice meeting all of the requirements of the Digital Millennium Copyright Act (“DMCA”). Your notice should contain the following information:

- a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a clear description of the copyrighted work or other intellectual property that You claim has been infringed;
- a description of where the material that You claim is infringing is located in the Service.
- Your address, telephone number, and email address;
- a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- 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 in the copyright or intellectual property owner’s behalf.

Before you file Your DMCA notice, please carefully consider whether or not the use of the copyrighted material at issue is protected by the Fair Use doctrine. If You file a DMCA notice when there is no infringing use, You could be liable for costs and attorneys’ fees.

Our agent for notice of claims of copyright or other intellectual property infringement can be reached via support@pickem.social.

13. Disruptions, Errors & Omissions

13.1 Disclaimer of Warranties. THE SERVICES, IN WHOLE AND IN PART (INCLUDING, WITHOUT LIMITATION, ALL CONTENT, USER MATERIALS, AND PRODUCTS PURCHASED ON THE PLATFORM), ARE PROVIDED, TRANSMITTED, DISTRIBUTED, AND MADE AVAILABLE “AS IS” AND “AS AVAILABLE” WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE

MAKE NO WARRANTY: (A) THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; (B) THAT DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED; (C) THAT THE SERVICES WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; (D) AS TO THE QUALITY, ACCURACY, COMPLETENESS AND VALIDITY OF ANY INFORMATION OR MATERIALS IN CONNECTION WITH THE SERVICES; (E) THAT YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS; OR (F) THAT TRANSMISSIONS OR DATA WILL BE SECURE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU FURTHER ACKNOWLEDGE AND AGREE: (1) WE DO NOT GUARANTEE THE SPECIFIC ITEM YOU WILL RECEIVE OR ITS VALUE; (2) ITEM VALUES MAY CHANGE OVER TIME; (3) THE FAIR MARKET VALUE IS DETERMINED USING RECENT COMPARABLE SALES AND OTHER MARKET DATA, ALONG WITH GRADING AND OTHER PROPRIETARY FACTORS, AND MAY DIFFER FROM PRICES YOU COULD OBTAIN INDEPENDENTLY; (4) GRADING IS DONE BY INDEPENDENT COMPANIES, AND WE ARE NOT RESPONSIBLE FOR GRADING DECISIONS. YOU EXPRESSLY ACCEPT THE RISK THAT THE VALUE OF AN ITEM MAY CHANGE BETWEEN THE TIME IT IS REVEALED AND THE TIME IT IS SHIPPED OR CASHED OUT.

13.2 Exceptions. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, LIABILITIES AND DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR WARRANTIES AND LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

13.3 We are not liable for any downtime, server disruptions, errors, lagging, or any technical or political disturbance to the Service or Platform, nor attempts by You to participate by methods, means or ways not intended by us.

13.4 We accept no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with any Service including, without limitation, delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person's misuse of the Service or any errors or omissions in the Service.

13.5 In the event of a Service system malfunction, then all digital reveals will be void.

13.6 In the event of an error or malfunction in a digital reveal, then all digital reveals resulting from the error or malfunction will be voided.

13.7 We reserve the right to remove any part of the Service at any time. Any part of the Service that indicates incorrect behavior affecting digital reveals or account balances, that may be due to error, misconfiguration or a bug, will be cancelled and removed from the Service. We reserve the right to alter Gold Coin balances, Sweep Coin balances, USD Cash Balances, and User Account details under such circumstances, at our sole discretion, in order to correct any mistake.

13.8 We may temporarily suspend the whole or any part of the Service for any reason at our sole discretion. We may, but will not be obliged to, give You as much notice as is reasonably

practicable of such suspension. We will restore the Service, as soon as is reasonably practicable, after such temporary suspension.

13.9 We reserve the right to declare a sale void, partially or in full, if, in our sole discretion, we deem it obvious that there was an error, mistake, misprint or technical error on the purchase price, resale value, odds or software.

13.10 If You are incorrectly awarded any item as a result of (a) any human error; (b) any bug, defect or error in the Service; or (c) the failure of the Platform or Service to operate in accordance with its anticipated function and use, then We will not be liable to ship you any such product, and You agree that any such product that has been awarded in error to You will be voided.

13.11 We retain absolute discretion in the event of a discrepancy between the result showing on a user's device and the server software. Such discretion includes the authority to recognize the result showing on the server software as the official and governing result.

14. Limitation of Liability and Indemnification

14.1 Limitation of Liability. BY ACCESSING, USING OR DOWNLOADING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT SUCH USE IS AT YOUR OWN RISK AND THAT NEITHER THE COMPANY NOR ANY OF THE PARTIES INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR ANY OF THEIR OR THE COMPANY'S AFFILIATES, SUBSIDIARIES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, SUPPLIERS, ADVERTISERS, PAYMENT SERVICES PROMOTERS, PARTNERS, OR CONTRACTORS (COLLECTIVELY "RELEASED PARTIES") ARE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR ANY OTHER LOSSES, COSTS, OR EXPENSES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, LEGAL FEES, EXPERT FEES, COST OF PROCURING SUBSTITUTE SERVICES, LOST OPPORTUNITY, OR OTHER DISBURSEMENTS) WHICH MAY ARISE, DIRECTLY OR INDIRECTLY, THROUGH THE ACCESS TO, USE OF, RELIANCE ON ANY MATERIAL OR CONTENT ON THE SERVICES, OR BROWSING OF THE SERVICES OR THROUGH YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE SERVICES, SPECIFICALLY INCLUDING ANY PAST, PRESENT OR FUTURE USE OF "COOKIES," "GET REQUESTS," PIXELS AND OTHER TRACKING TECHNOLOGY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

RELEASED PARTIES CANNOT AND DO NOT WARRANT OR GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO THE SERVICES. WITHOUT LIMITING THE FOREGOING, RELEASED PARTIES ASSUME NO RESPONSIBILITY, AND WILL NOT BE LIABLE, FOR ANY DAMAGES RELATING TO OR CAUSED BY ANY VIRUSES, BUGS, HUMAN ACTION OR INACTION OF ANY COMPUTER SYSTEM, PHONE LINE, HARDWARE, SOFTWARE OR PROGRAM MALFUNCTIONS, OR ANY OTHER ERRORS, FAILURES OR DELAYS IN

COMPUTER TRANSMISSIONS OR NETWORK CONNECTIONS ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOU ARE LEGALLY ALLOWED TO ACCESS AND USE THE SERVICES UNDER THE LAWS OF THE JURISDICTION(S) APPLICABLE TO YOU. YOU UNDERSTAND AND ACCEPT THAT WE ARE UNABLE TO PROVIDE YOU WITH ANY LEGAL ADVICE OR ASSURANCES AND THAT IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT AT ALL TIMES YOU COMPLY WITH THE LAWS THAT GOVERN YOU AND THAT YOU HAVE THE COMPLETE LEGAL RIGHT TO USE THE SERVICES. YOU EXPRESSLY WAIVE ANY RIGHTS TO BRING A CLAIM OR CAUSE OF ACTION UNDER ANY GAMBLING LOSS RECOVERY ACT, OR SIMILAR STATUTES, OR OTHERWISE CHALLENGE THE LEGALITY OF THE PLATFORM OR SERVICES.

IF YOU ARE A CONSUMER WHO RESIDES IN CALIFORNIA, YOU WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE § 1542, WHICH PROVIDES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

14.2 Indemnification. BY USING THE SERVICES, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS (INCLUDING REASONABLE ATTORNEY’S FEES AND COSTS OF SUIT) THE RELEASED PARTIES FROM ANY AND ALL THIRD-PARTY CLAIMS AGAINST THE RELEASED PARTIES RELATED IN ANY WAY TO YOUR USER ACCOUNT, YOUR USE OF THE SERVICES OR YOUR ACCESS TO THE PLATFORM.

14.3 One Year Limitations Period. To the extent permitted by applicable law, You and Joyloop agree that any claims arising out of or related to the Site or Services or these Terms of Use or Privacy Policy must BE FILED within ONE (1) YEAR of the action, omission, event or occurrence giving rise to the claim or suit, after which such claims will be time-barred and prohibited, without regard to any longer period of time which may be provided by any period of limitation or repose by law or statute.

14.4 SOLE AND EXCLUSIVE REMEDY/LIMITATION ON RECOVERY. UNLESS OTHERWISE PROHIBITED BY LAW OR PERMITTED IN THESE TERMS OR THE BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (SEE SECTION 16), IN ANY DISPUTE WITH THE RELEASED PARTIES, YOUR SOLE AND EXCLUSIVE REMEDY UNDER ANY LEGAL THEORY FOR ANY LOSS OR DAMAGE WHATSOEVER ARISING FROM ANY CAUSE SHALL BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR USE OF THE SITE OR SERVICES DURING THE TERM OF YOUR REGISTRATION FOR THE SITE, NOT INCLUDING ANY PURCHASES THAT YOU MADE PRIOR TO THE CIRCUMSTANCES GIVING RISE TO THE CLAIM.

14.5 YOU RECOGNIZE AND AGREE THAT THE WARRANTY DISCLAIMERS IN SECTION 13.1, AND THE INDEMNITIES, LIMITATIONS OF LIABILITY AND LIMITATIONS OF REMEDIES IN THIS SECTION 14, ARE MATERIAL AND BARGAINED-FOR BASES OF THESE TERMS AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY YOU AND JOYLOOP TO ENTER INTO THESE TERMS.

14.6 NOTHING IN THESE TERMS WILL OPERATE SO AS TO EXCLUDE ANY LIABILITY OF JOYLOOP FOR DEATH OR PERSONAL PHYSICAL INJURY THAT IS DIRECTLY AND PROXIMATELY CAUSED BY THE COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT.

14.7 TO THE EXTENT ANY OF THE LIMITATIONS OF REMEDY ARE NOT PERMITTED BY LAW OF ANY APPLICABLE JURISDICTION, SUCH LIMITATIONS SHALL NOT APPLY AND SHALL BE DEEMED AS SEVERABLE AND STRICKEN FROM THESE TERMS. THE PARTIES AGREE FURTHER THAT SUCH PROVISION(S) SHALL NOT AFFECT THE ENFORCEABILITY OF THE TERMS OR THE ARBITRATION AGREEMENT (SECTION 16), WHICH THE PARTIES AGREE SHALL REMAIN IN PLACE AND IN FORCE LESS ANY SUCH STRICKEN PROVISIONS.

15. CUSTOMER SERVICE AND INITIAL DISPUTE RESOLUTION PROCEDURE

Customer Support

15.1 If You need customer service in relation to the Service, You may contact us at support@pickem.social.

15.2 To protect Your privacy, all communications between You and us should be carried out using or referencing the email address that You used to register Your User Account for the Service. Failure to do so may result in our response being delayed.

Initial Dispute Resolution Procedure and Conference

15.3 The parties shall use best efforts to resolve informally any customer service issue promptly and in good faith. If for some reason You are not satisfied or your claim is not resolved (a "Dispute"), You may then pursue arbitration as set out below in [Section 16](#). However, You must first submit a Notice of Dispute as set forth in this Section 15 and engage in an informal initial dispute resolution procedure as set out in this Section with Joyloop prior to and as a condition precedent to initiating arbitration or any formal proceeding over a Dispute as required by Section 16.

15.4 Notice of Dispute Required Prior to Arbitration. The party initiating a claim over a Dispute must give notice to the other party in writing of its intent to initiate an informal dispute resolution procedure ("Notice of Dispute").

15.5 All informal dispute resolution procedures shall be conducted individually, between Joyloop and You. Multiple individuals with Disputes cannot participate in the same

informal dispute resolution procedure. If a party is represented by counsel (which such representation will be at such parties' sole cost and expense), counsel may participate in the informal dispute resolution procedure, but each party shall also attend and participate in any informal dispute resolution conferences, as permitted by this Section 15.

15.6 A Notice of Dispute must be filed within ten (10) calendar days of the situation giving rise to the dispute and must include the following information:

- (a) Your username and email address associated with Your User Account;
- (b) Your first and last name, as registered on your User Account;
- (c) Your residence address;
- (d) Your telephone number (home and/or mobile);
- (e) a detailed explanation of the complaint/claim and basis for the claim;
- (f) any specific dates and times associated with the complaint/claim (if applicable); and
- (g) the remedy, action or any amount You are seeking from Joyloop.

15.7 Upon receipt of Your Notice of Dispute, We will respond in writing within ten (10) calendar days after receipt of such Notice, unless an extension is mutually agreed upon by the parties. Failure to submit a written communication with the information outlined above may result in a delay in our ability to identify and respond to Your complaint/claim in a timely manner, and may, in Joyloop's discretion, extend the time period for resolution before a formal proceeding may be commenced, as permitted by these Terms.

15.8 If, in our sole discretion, We require additional information to review and investigate your Notice of Dispute, We will request the additional information in our written response to Your Notice of Dispute. You are required to provide any additional information requested by the Company within seven (7) calendar days. The Company, in its sole discretion, may request a video or telephonic informal dispute resolution conference and, in such case, participation in the conference is a condition precedent to initiating arbitration or any formal proceeding over a Dispute as required by Section 16.

15.9 The parties shall use their best efforts to settle any Dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a pre-condition to either party initiating a formal arbitration as provided in Section 16. If the parties do not reach an agreed upon solution within a period of thirty (30) days from the time of the initial Notice of Dispute, then either party may initiate binding arbitration, to the extent permitted by law, as the sole means to resolve claims, subject to these Terms and the Arbitration Agreement.

15.10 The aforementioned Notice of Dispute and informal dispute resolution process is a condition precedent to commencing any formal arbitration proceeding under the Arbitration Agreement (Section 16 below), including litigation if you have successfully opted-out of the arbitration agreement. The parties agree that any relevant limitations period or other deadlines will be tolled solely by the amount of time the parties initiate and engage in this informal dispute resolution process.

15.11 Regardless of whether you decide to opt out of arbitration, the terms set forth in this Section 15 Initial Dispute Resolution shall remain in full force and effect as part of these Terms.

16. BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS ARBITRATION & CLASS ACTION WAIVER AGREEMENT (THE “AGREEMENT”) CAREFULLY BECAUSE JOYLOOP REQUIRES YOU AND JOYLOOP TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMIT THE MANNER IN WHICH YOU AND JOYLOOP CAN SEEK RELIEF FROM EACH OTHER. THIS AGREEMENT APPLIES TO ANY CLAIMS YOU OR COMPANY CURRENTLY POSSESS AND ANY CLAIMS THE PARTIES MAY RAISE IN THE FUTURE. WHILE YOU MUST AGREE TO THESE TERMS OF USE IN ORDER TO USE THE SERVICES, IF YOU HAVE NOT PREVIOUSLY AGREED TO AN ARBITRATION PROVISION IN CONNECTION WITH YOUR USE OF OUR SERVICE, THERE IS AN OPTION, DESCRIBED BELOW IN SECTION 16.12, TO OPT OUT OF THE ARBITRATION PROVISIONS. THE OPTION TO OPT-OUT IS TIME-LIMITED TO THIRTY (30) DAYS OF ENTERING THIS AGREEMENT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you reside in or access the Service at any time while located in the United States, this Section 16 (Binding Arbitration Agreement and Class Action Waiver Agreement) shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these Terms.

THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH SETS FORTH HOW PAST, PENDING OR FUTURE DISPUTES BETWEEN YOU AND JOYLOOP SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION.

ARBITRATION MEANS YOU WILL NOT BE ABLE TO SEEK DAMAGES IN COURT OR PRESENT YOUR CASE TO A JURY.

THIS ARBITRATION AND CLASS ACTION WAIVER AGREEMENT ALSO REQUIRES THAT ANY PAST, PENDING OR FUTURE DISPUTES WITH THE COMPANY SHALL PROCEED FOR YOUR OWN LOSSES ONLY. YOU MAY NOT PROCEED AS A CLASS REPRESENTATIVE, MEMBER OR PART OF ANY PROPOSED CLASS, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL SUIT, QUI TAM ACTION, OR ANY REPRESENTATIVE PROCEEDING, OR OTHERWISE SEEK TO RECOVER ON BEHALF OF OTHERS OR FOR THE BENEFIT OF OTHERS IN ANY TYPE OF CLAIM OR ACTION.

16.1 Acceptance of Terms. By using, or otherwise accessing the Service, or clicking to accept or agree to the Terms where that option is made available, You confirm that You have read and accept and agree to this Agreement. Except to the extent that You may opt-out as provided below, all of Your activity on the Site or Platform and all or Your transactions with Joyloop, including all events which occurred before Your acceptance of this Agreement, shall be subject to this Agreement.

16.2 Scope of Agreement to Arbitrate. You and Joyloop agree that any past, pending, or future dispute, claim or controversy arising out of or relating to any purchase or transaction by You, Your access to or use of any Platform or the Service, or to this Agreement, the Terms of Use, or Privacy Policy (including without limitation any dispute concerning the breach, enforcement, construction, validity, interpretation, enforceability, or arbitrability of this Agreement or the Terms of Use) (a “Dispute”), shall be determined by arbitration, including claims that arose before acceptance of any version of this Agreement. In addition, in the event of any Dispute concerning or relating to this Agreement — including the scope, validity, enforceability, or severability of this Agreement or its provisions, as well as the arbitrability of any claims—You and Joyloop agree and delegate to the Arbitrator the exclusive jurisdiction to rule on their own jurisdiction over the Dispute, including any objections with respect to the scope, validity, enforceability, or severability of this Agreement or its provisions, as well as the arbitrability of any claims or counterclaims presented as part of the Dispute.

16.3 Notwithstanding the above provision and Agreement to Arbitrate, all parties retain the right to seek relief in a small claims court for disputes or claims solely within the scope of a small claim’s court jurisdiction.

16.4 Lack of Estoppel or Preclusive Effect. The parties agree that any issues determined in arbitration or any other proceeding between the parties shall be conducted and decided for the benefit of the parties or express third party beneficiaries only and shall have no preclusive or estoppel effect against a party in any subsequent or other arbitration or litigation matter, such that all issues shall be decided anew in any subsequent or other proceedings involving either party. The parties reach this agreement in order to narrowly and efficiently tailor their legal positions without concern that any third party may attempt to offensively use any finding or determination of fact or law against You or Joyloop.

16.5 Third-Party Beneficiaries. You further agree and intend that this Agreement and the Terms are entered into for the express benefit of your spouse, heirs, children and next-of-kin and shall bind same to the extent of any claims arising from your use of the Service which is brought by them or by any person for the use or benefit of your spouse, heirs, children and next-of-kin. Joyloop agrees also that this Agreement is intended to benefit and shall bind any successor-in-interest or assignee of Joyloop.

16.6 Intellectual Property. Notwithstanding the requirement to arbitrate in this Section 16, you and Joyloop are NOT required to arbitrate any claims for the alleged unlawful use of copyrights, trademarks, trade names, trade dress, logos, trade secrets, or patents, and the parties agree that in the event of infringement of copyrights, trademarks, trade names, trade dress, logos, trade secrets, or patents of a party, they shall also be entitled to seek injunctive relief from a court

of competent jurisdiction, and the parties shall not be able to hold out a user's access to the Service as a basis to enforce this arbitration agreement as to such claims.

16.7 Separate Agreement. The parties acknowledge that this Agreement is a separate agreement between the parties governed by the Federal Arbitration Act, and that any alleged or determined invalidity or illegality of all or any part of the Terms of Use, the Service, the Platform, or the Privacy Policy shall have no effect upon the validity and enforceability of this Agreement.

16.8 Applicable Law. While the Federal Arbitration Act shall control, to the extent the law of any state is applied or considered with respect to issues bearing upon the enforceability or scope of this Agreement, the parties agree that the law of the State of Delaware shall exclusively apply, notwithstanding any consideration or application of choice of law or conflicts of law principles.

INITIATING ARBITRATION UNDER JAMS RULES

16.9 Following the conclusion of the initial dispute resolution process required by Section 15, you or Joyloop may seek arbitration of a Dispute in accordance with the provisions of this Agreement. You and Joyloop agree that JAMS ("JAMS") will administer the arbitration under its Comprehensive Arbitration Rules and Procedures and, to the extent applicable, the JAMS Mass Arbitration Procedures and Guidelines (collectively, the "JAMS Rules") in effect at the time this Agreement is accepted by the User. **Any arbitration proceeding shall be commenced and administered by JAMS' offices in a mutually agreed upon location.** The parties further agree that, to the extent applicable, the JAMS Mass Arbitration Procedures and Guidelines in effect at the time this Agreement is accepted by the User shall apply. Notwithstanding the foregoing, Joyloop reserves the right, in its sole discretion, to reject Mass Arbitration. In the event the Company exercises its right to reject Mass Arbitration, **this Agreement shall be deemed inapplicable to those claims, and each affected claimant may pursue their claim individually in a court of competent jurisdiction,** subject to any applicable venue, jurisdiction, and choice-of-law provisions set forth in these Terms. If the JAMS Rules are updated or changed in any way which may be applicable to a dispute between the parties, the parties agree to consider whether the most recent version of the JAMS Rules shall apply. The JAMS Rules referenced above are available at <https://www.jamsadr.com/adr-rules-procedures/>.

You and Joyloop further agree:

16.9.1 The arbitration will be handled on the merits by a sole arbitrator. The parties agree that any JAMS arbitrator appointed, including merits and process arbitrators, must have the following minimum qualification: practicing attorneys or retired federal court judges who have at least ten years of substantive expertise in litigating and resolving of complex business disputes, including motions to compel arbitration and litigation or adjudication regarding whether disputes are arbitrable;

16.9.2 For purpose of Sections 19.1 and 19.2 of the JAMS Rules, the JAMS Streamlined Arbitration Rules and Procedures and JAMS Expedited Procedures shall *not* apply unless otherwise explicitly agreed to by all parties to the Dispute;

16.9.3 In lieu of JAMS Rule 15, the parties shall be presented with a list of eight (8) potential arbitrators, be allowed three (3) strikes and the parties shall rank those potential arbitrators in order of preference. JAMS shall select the arbitrator with the highest combined preference (e.g., if both parties select a potential arbitrator as their top preference, that arbitrator will be selected). To the extent a process arbitrator is appointed pursuant to the JAMS Rules, the selection process shall also be as prescribed in this paragraph;

16.9.4 In lieu of JAMS Rule 18, the parties shall have the right to submit a dispositive motion at the outset of the arbitration to the Arbitrator in order to resolve issues other than the ultimate issue of fact. The submission and scheduling of such motions shall be addressed at a conference held before the JAMS arbitrator, and the Parties agree that any dispositive motions shall be resolved and the remainder of the arbitral proceeding stayed pending resolution, absent good cause and immediate necessity to proceed.

16.9.5 Unless and only to the extent prohibited under JAMS Rules, the arbitration will be held in a mutually-agreed upon location or, at either your or our election, will be conducted telephonically or via other remote electronic means;

16.9.6 The JAMS Rules will govern payment of all arbitration fees, currently available at <https://www.jamsadr.com/arbitration-fees>, You will only be required to pay arbitration fees of \$250 in connection with any arbitration initiated under this Section 16, but You will still be responsible for paying your own attorneys' fees;

16.9.7 Except as otherwise waived or limited under the Terms or this Agreement, the JAMS arbitrator shall be authorized to award any remedies, including equitable or injunctive relief, that would be available in an individual lawsuit except:

(a) In any arbitration arising out of or related to this Agreement, the arbitrator(s) are not empowered to award punitive or exemplary damages, and the parties waive any right to recover any such damages; and

(b) In any arbitration arising out of or related to this Agreement, the arbitrator(s) may not award any incidental, indirect or consequential damages, including damages for lost profits;

16.9.8 The arbitration decision and award shall consist of a written statement signed by the Arbitrator regarding the disposition of each claim and the relief, if any, as to each claim. Unless the parties agree otherwise, the award shall be a reasoned award and contain a concise written statement of the reasons for the award;

16.9.9 Except as and to the extent otherwise may be required by law, the arbitration proceeding, pleadings, and any award shall be treated as confidential and shall not be used by the parties except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its confirmation and enforcement.

16.9.10 In the event JAMS is unavailable or unwilling to hear the dispute in accordance with this Agreement, the parties shall agree to, or a court shall select, another arbitration provider subject to the procedural agreements of this Section 16; and

16.9.11 You and Joyloop agree that any award issued by the Arbitrator in excess of \$50,000 in favor of either party, or any award which grants any form of declaratory or equitable relief that would significantly impact other Joyloop users or the operation of the Platform, may be appealed in accordance with the JAMS Optional Arbitration Appeal Procedures at either party's election. The JAMS Optional Arbitration Appeal Procedures are available at <https://www.jamsadr.com/adr-rules-procedures/>.

16.10 Batch Arbitration/Mediation. To increase efficiency of resolution, in the event 20 or more similar arbitration demands against Joyloop, presented by or with the assistance of the same law firm or organization or group of law firms or organizations working in coordination, are submitted to JAMS in accordance with the rules described above within a 60-day period, JAMS shall consolidate those arbitrations as contemplated in the JAMS Mass Arbitration Rules. Following the submission, initial presentation and resolution of briefing and motion practice contemplated in Section 16.9.4 on dispositive issues other than the ultimate issue of fact, to the extent claims and issues remain pending, JAMS shall group the arbitration demands into a first batch of no more than 25 demands to be set for resolution as a single arbitration. Once resolution of the first batch has concluded (or sooner if the parties agree), counsel for the parties must engage in a single mediation before a JAMS mediator of all remaining demands from claimants. Counsel for the parties must agree on a mediator within thirty (30) days after conclusion of the first batch. If the parties cannot agree on a JAMS mediator within 30 days, JAMS will appoint a JAMS mediator as an administrative matter. All parties will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed. If the parties are unable to resolve their demands by mediation, JAMS shall continue to batch the remaining arbitration demands into batches of no more than 100 demands per batch (plus, to the extent there are fewer than 100 arbitration demands left over after the batching described above, a final batch consisting of the remaining demands) for administration. A single arbitration with one set of filing and administrative fees and one arbitrator will be assigned per batch. For avoidance of doubt, consolidation does not require that all arbitrations in a single batch be decided the same, nor does it impair your right to present any evidence or argument that you think particular to your case, so long as it is consistent with JAMS Rules. You agree to cooperate in good faith with the Company and JAMS to implement such a batch approach to resolution and fees and to efficiently consolidate discovery, submission of evidence, and motion practice.

16.11 By signing a demand for arbitration, a party certifies, to the best of their knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (i) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims and other legal contentions are warranted by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. The Arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or any applicable state law (including attorney's fees) for either party's violation of this requirement.

OPTION AND PROCEDURE TO OPT OUT OF ARBITRATION

16.12 IF YOU HAVE NOT PREVIOUSLY AGREED TO AN ARBITRATION PROVISION IN CONNECTION WITH YOUR USE OF OUR SERVICE, YOU MAY OPT OUT OF THE AGREEMENT TO ARBITRATE BY FOLLOWING THE INSTRUCTIONS BELOW. IF YOU DO NOT OPT-OUT, THE ARBITRATION PROVISIONS WILL APPLY RETROACTIVELY TO ALL CLAIMS YOU MAY POSSESS, WHETHER ASSERTED TO DATE OR NOT.

16.13 OPT-OUT. IF YOU DO NOT WISH TO AGREE TO THE PROVISIONS OF THIS SECTION 16 AGREEMENT REQUIRING ARBITRATION AND CLASS ACTION WAIVER AND YOU HAVE NOT PREVIOUSLY AGREED TO AN ARBITRATION PROVISION IN CONNECTION WITH YOUR USE OF OUR SERVICE, YOU MUST, WITHIN THIRTY (30) DAYS OF ENTERING THIS AGREEMENT, SEND AN EMAIL TO SUPPORT@PICKEM.SOCIAL WITH THE SUBJECT “OPT-OUT”. **REQUESTS TO OPT OUT AFTER THE 30 DAY PERIOD SHALL NOT BE EFFECTIVE.**

16.14 Whether to agree to arbitration is an important decision. It is your decision to make and you are not required to rely solely on the information provided in these Terms of Use. You should take reasonable steps to conduct further research and to consult with counsel (at your expense) regarding the consequences of your decision.

WAIVER OF CLASS RELIEF AND COLLECTIVE ACTION

16.15 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR JOYLOOP SHALL BE ENTITLED TO ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY. YOU MAY ONLY ARBITRATE OR LITIGATE ON AN INDIVIDUAL CLAIMS BASIS ONLY AND FOR YOUR OWN LOSSES ONLY. UNDER THIS AGREEMENT, YOU MAY NOT PROCEED IN ARBITRATION OR COURT AS A CLASS REPRESENTATIVE, MEMBER OR PART OF ANY PROPOSED CLASS, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL SUIT, QUI TAM ACTION OR ANY REPRESENTATIVE PROCEEDING, OR OTHERWISE SEEK TO RECOVER ON BEHALF OF OTHERS OR FOR THE BENEFIT OR USE OF OTHERS IN ANY TYPE OF CLAIM OR ACTION. YOU AND JOYLOOP ARE EACH WAIVING RESPECTIVE RIGHTS TO PARTICIPATE IN A CLASS ACTION. BY ACCEPTING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN ANY PAST, PENDING OR FUTURE CLASS ACTION OR ANY OTHER CONSOLIDATED OR REPRESENTATIVE PROCEEDING, INCLUDING ANY PROCEEDING EXISTING AS OF THE DATE YOU AGREED TO THIS AGREEMENT.

16.16 Severability. This Agreement applies solely to the extent permitted by law. If for any reason any provision of this Agreement or portion thereof, is found to be unlawful, void, or unenforceable, that part of this Agreement will be deemed severable and shall not affect the validity and enforceability of the remainder of this Agreement which shall continue in full force and effect. To the fullest extent allowable by law and equity, the parties agree that any such provision may be blue-penciled or otherwise construed by the forum presiding over any dispute to give effect to the intent of the parties and consistent with the overall purpose and intent of the

agreement, and may be deemed replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

END OF SECTION 16 ARBITRATION AGREEMENT

17. Waiver of Jury Trial

17.1 EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT JOYLOOP MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE PLATFORM OR SERVICES OR ANY TRANSACTIONS BETWEEN THE PARTIES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

18. Miscellaneous

18.1 Entire Agreement. These Terms constitute the entire agreement between You and us with respect to Your use of the Service and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and us with respect to Your participation.

18.2 Tax. You are solely responsible for any taxes which apply to Your use of the Service. Joyloop reserves the right to require information sufficient to comply with applicable laws or regulations and may withhold prize winnings from any person who withholds such information.

18.3 Force Majeure. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside of our reasonable control, including but not limited to an act of God, hurricane, war, fire, riot, earthquake, weather, pandemic or endemic, terrorism, act of public enemies, strikes, labor shortage, actions of governmental authorities or other *force majeure* event.

18.4 Severability. In the event any provision of these Terms is held unenforceable, such provision will be ineffective but shall not affect the enforceability of the remaining provisions. To the fullest extent allowable by law and equity, the parties agree that any such provision may be blue-penciled or otherwise construed by the forum presiding over any dispute to give effect to the intent of the parties and consistent with the overall purpose and intent of the agreement, and may be deemed replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

18.5 Assignment. These Terms are personal to You, and are not assignable, transferable or sub-licensable by You except with our prior written consent. We reserve the right to assign, transfer or delegate any of our rights and obligations hereunder to any third party without notice to You, and in such case the Terms shall apply to and bind any successor-in-interest or assignee of ours.

18.6 Third-Party Beneficiaries. You further agree and intend that these Terms are entered into for the express benefit of your spouse, heirs, children and next-of-kin and shall bind

same to the extent of any claims arising from your use of the Service which is brought by them or by any person for their use or benefit.

18.7 Entire Agreement. These Terms contain the entire understanding between You and us, and supersede all prior understandings between You and us relating to the subject matter.

18.8 Business Transfers. In the event we undergo a change of control, merger, acquisition, or sale of assets, Your User Account and associated data may be part of the assets transferred to the purchaser or acquiring party.

18.9 Waiver. Our failure to assert breach or a violation of these Terms or otherwise failure to exercise any rights under these Terms shall not constitute or be deemed a waiver or forfeiture of such rights or a waiver or forfeiture of such rights in the future.

18.10 Survival of Obligations. SECTIONS 13, 14, 15, 16, 17, 18, AND 19 SHALL BE DEEMED TO SURVIVE THE TERMINATION OF THESE TERMS OF USE OR YOUR USER ACCOUNT FOR ANY REASON.

19. Applicable Law and Jurisdiction

19.1 Governing Law. Subject to the Arbitration Agreement contained in Section 16, which is governed by the Federal Arbitration Act, the parties agree that these Terms and the related Service are governed by and shall be construed in accordance with the laws of the State of Delaware USA without regard to its principles of conflicts of law. To the extent this governing law provision is finally determined to be unenforceable as it relates to the use of the Services, the parties agree that the governing law shall in such event be the applicable law in the jurisdiction in which the user who is a party to the dispute properly utilizes the services. Nothing herein is intended to limit a party's right to appeal a determination by a court of law that the laws of the State of Delaware are unenforceable.

19.2 Exclusive Forum. Subject to and without any waiver of the Arbitration Agreement contained in Section 16, the parties agree that any dispute, controversy, or claim arising out of or in connection with these Terms, or the breach, termination or invalidity of these Terms, will be submitted exclusively to state or federal courts in Delaware, and You and we consent to the venue and personal jurisdiction of those courts. Notwithstanding the foregoing, any motion to compel arbitration or to enforce an arbitral award issued hereunder may be brought before any court of competent jurisdiction.

19.3 Personal Jurisdiction in Delaware Courts Only. You agree and understand that the Company is an internet-based business and does not, by entering into these Terms with You, agree to be subject to any suit in the courts of any state other than Delaware. Further to this express purpose, You and the Company have agreed to arbitrate all disputes (Section 16) and further have allowed either party to elect to a remote arbitration hearing in order that neither You nor the Company must appear in a court in a State which is both inconvenient and which lacks personal jurisdiction over You or the Company. Accordingly, You expressly agree that the Company is not agreeing to or subjecting itself to the jurisdiction of any court of any state other than Delaware by entering into these Terms, the Arbitration Agreement or providing You with access to the Platform or the Services.