

GAMESTOP NFT BETA TERMS OF SERVICE

Last Updated: June 1, 2023

Welcome to GameStop NFT!

Please read these Terms of Service (the “**Terms**”) and our [Privacy Policy](#) (“**Privacy Policy**”) carefully because they govern your use of GameStop NFT website and its interface located at “nft.gamestop.com” (the “**Site**”) offered by GME Entertainment, LLC (“**GME Entertainment**,” “**we**,” “**our**” or “**us**”), which facilitates interactions between your digital asset wallet (such as your GameStop Wallet (which is a self-custodial Ethereum wallet) or your third party wallet) and certain decentralized cryptographic protocols (“**Protocols**”), including, without limitation, the Loopring Network and Immutable X Network, by providing tools for users to transact with non-fungible tokens (“**NFTs**”) in a peer-to-peer fashion on a Protocol; access to third party services from Ramp or MoonPay, respectively, for purchasing Ethereum with certain fiat currencies (which transactions will occur on a Protocol); access to create/mint NFTs on a Protocol that may be published on the Site (whenever available); and access to other features, tools, software or functionalities in connection with the Site, including, but not limited to, displaying, listing, delisting, searching and viewing NFTs. The Site also includes an IMX Grant Program application located at “https://imxgrant.nft.gamestop.com” and the waitlist webpage for GameStop Playr located at “https://playr.gamestop.com.” To make these Terms easier to read, the Site and services therein are collectively called the “**Services**.”

Please note that third parties, such as Ramp, MoonPay, Loopring, Immutable X, WalletConnect and your third party wallet provider, have their own Terms of Service/Use (or equivalent thereof) and Privacy Policies associated with their products/services. Prior to accessing or using such third party products/services in connection with our Site, you are responsible for reviewing, agreeing and complying to their respective Terms of Service/Use (or equivalent thereof) and Privacy Policies.

For Ramp’s Global Terms of Service and Privacy Policy, go to [here](#) and [here](#), respectively, or visit their website [here](#).

For MoonPay’s User Agreement and Privacy Policy, go to [here](#) and [here](#), respectively, or visit their website [here](#).

For Loopring’s Terms and Conditions and Privacy Policy, go to [here](#) and [here](#), respectively, or visit their website [here](#).

For Immutable X’s Terms and Conditions, Immutable X Third Party Digital Wallets, Privacy Policy and Immutable Group Collection Statement, go to [here](#), [here](#), [here](#) and [here](#), respectively, or visit their website [here](#).

For WalletConnect’s Terms of Service and Privacy Policy, go to [here](#) and [here](#), respectively, or visit their website [here](#).

Also, prior to accessing or using the GameStop Wallet, you are responsible for reviewing, agreeing and complying to the terms of its [Terms of Service](#) and [Privacy Policy](#) at <https://wallet.gamestop.com>. The GameStop Wallet App is also available on Apple’s App Store at [here](#).

BY CLICKING TO ACCEPT AND/OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF, HOWEVER, YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, PLEASE DO NOT ACCESS OR USE ANY OF THE SERVICES.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND GME ENTERTAINMENT THROUGH

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BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 19 (DISPUTE RESOLUTION) BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 19 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 18 (GOVERNING LAW) WILL APPLY INSTEAD.

1. Agreement to Terms. By using or accessing the Services, you agree to be bound by these Terms. If you do not agree to be bound by these Terms, you are not authorized to access or use the Services. If you are accessing or using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms. In that case, “you” and “your” will also refer to that entity.

2. Privacy Policy. Please review our [Privacy Policy](#), which also governs your use of the Services, for information on how we collect, use, retain and share your information.

3. Changes to these Terms or the Services. We may update these Terms and the Services, from time to time, at our sole discretion. If we do, we will let you know by posting the updated Terms on the Site and/or we may also send other communications. It’s important that you review these Terms whenever we update them, or you access or use the Services. If you continue to use the Services after we have posted updated Terms, it means that you accept and agree to the changes. If you do not agree to be bound by the changes, you may not access or use the Services anymore, and your sole and exclusive remedy is to terminate use of the Services. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

4. Who May Use the Services?

You may use the Services only if you are 18 years or older and capable of forming a binding contract with GME Entertainment, and not otherwise barred from accessing or using the Services under applicable law. We reserve the right, at any time, at our sole discretion, to block, suspend, restrict or terminate access to some or all of the Services from certain users, IP addresses and unique device identifiers. To be on the waitlist for GameStop Playr, user must also be a US resident and provide user’s current email.

By using or accessing the Services, you represent and warrant to us that you are: (a) not subject to sanctions, embargoes, export restrictions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (*e.g.*, the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority; (b) not located in (or a citizen of) any jurisdiction to which the United States has embargoed goods or has otherwise applied any sanctions; (c) are otherwise authorized to access the Services under applicable law; and (d) will only use the Services for lawful purposes in compliance with applicable law.

5. About the Services.

To use the Services, you must use your digital asset wallet and Ethereum address to access and use with the Services. Your profile on the Site (“**Profile**”) will be associated with your Ethereum address. The Site allows you to include additional information, such as Avatar/icon, Display Name, Short Bio, Email, Twitter and Reddit Usernames, to your Profile, that may be publicly shown to users on the Site. Purchasing, selling, renting, leasing or transferring access to your or another Profile is prohibited.

As stated above, the Site facilitates interactions between your digital asset wallet and certain Protocols by providing tools for users to transact with NFTs in a peer-to-peer fashion on a Protocol; access to third party services from Ramp or MoonPay, respectively, for purchasing Ethereum with certain fiat currencies (which transactions will occur through a Protocol that we do not control); access to create/mint NFTs on a Protocol that may be published on the Site (whenever available); and access to other features, tools, software or functionalities in connection with the Site, including, but not limited to, displaying, listing, delisting, searching and viewing NFTs.

We will not access or store your private keys associated with your digital asset wallet. You are solely responsible for your private keys.

You understand that you are solely responsible for your use of the Services, regardless of if the use is authorized or done by you. We are not responsible for your unauthorized access or use of the Services. Also, we are not responsible for unauthorized access or use of your digital asset wallet or Profile on the Site. You are solely responsible for keeping your digital asset wallet and Profile secure and letting us know about any unauthorized use of your digital asset wallet or Profile on the Site. Also, all information provided by or on behalf of GameStop Entities (as defined below) in connection with the Site and Services is for informational purposes only and should not be construed as professional, accounting, financial, legal or regulatory advice. We encourage you to seek independent professional advice from persons licensed and qualified in the area for which such advice would be appropriate before accessing and using our Site and Services.

(a) Purchase and Sale of NFTs on the Site. You understand that you are purchasing an NFT directly from the seller or selling an NFT directly to the purchaser, respectively. None of the GameStop Entities (defined below) is a party to any agreement between buyer and seller, and the transaction, if consummated, will occur on a Protocol that we do not control. You are solely responsible for conducting research on an NFT, as well as understanding seller's terms and conditions of the potential purchase or sale of the NFT, prior to purchase or sale. Such research includes, but is not limited to, verifying the authenticity and veracity of seller's claims and description of the NFT, such as ownership, uniqueness, intellectual property, licenses, scarcity, rarity, value, and functionality. None of the GameStop Entities (defined below) endorses any NFT or makes any claims regarding the authenticity, ownership, uniqueness, intellectual property, licenses, scarcity, rarity, value, functionality and/or other attributes or rights thereto. Do not assume that purchasing an NFT on the Site provides you with legal rights beyond personal, non-commercial use. Transactions between Sellers and Buyers on the Site occur on a peer-to-peer basis on one or more public blockchains, such as Ethereum. We do not have control over the one or more public blockchains or smart contracts or Protocols (which includes, but not limited to, the Loopring Network and Immutable X Network) that may be integral to your ability to complete transactions on these public blockchains, and hence, we are not responsible for activities occurring on such public blockchains, including, but not limited to, faulty recordation or non-recordation of a transaction on the public blockchains; "gas" fees or other fees imposed by the public blockchains, which fees are variable and may increase at any time; network congestion; technical upgrades or changes to the public blockchains (which includes soft and hard forks on the public blockchains); and/or technical problems on the public blockchains, smart contracts or Protocols. Also, blockchain transactions are irreversible and we do not have the ability to reverse any such transactions or related fees (including, but not limited to, transaction fees or "gas" fees imposed by relevant blockchain network(s)). Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of the actions of the Seller, Buyer, one or more Protocols and/or public blockchains and/or any third-party.

(b) Transactions Conducted by Third Parties. If you elect to purchase Ethereum or engage in any other transaction using third party services, including those services provided by Ramp or MoonPay, via the Site, any transaction that you engage in will be conducted solely through such third party services and the relevant blockchain network(s). Also, we will have no control over these purchases or transactions, nor do we have the ability to reverse any transactions or fees (including, but not limited to, transaction fees or “gas” fees imposed by relevant blockchain network(s)). Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any purchases or transactions that you engage in through these third party services.

(c) Costs and Fees. Services on the Site may be subject to platform fees, and you acknowledge that we may earn a portion of those fees from your use of, or access to, the Services. Third parties may also charge fees for third party services that they provide to you when you elect to use such services in connection with the Site. Also, buying, selling or transferring NFTs on the Site may be subject to additional fees, including, without limitation, a royalty fee to the NFT creator. In addition, interactions with the relevant blockchain network(s) may also result in transaction fees and/or “gas” fees imposed by such network(s), which are also solely your responsibility and may increase at any time. To the extent the transaction fees and/or “gas” fees exceed any fees (such as royalties) owed to you or a third party, or if there is a technical problem with the one or more Protocols and/or public blockchains, such fees owed to you or the third party may not be delivered to you or the third party, respectively, and we will have no liability to you or any third party for any claims or damages that may arise from non-delivery of such fees owed to you or the third party. NFTs on the Immutable X Network that are offered for sale on the Site may include the following fees, which may change at any time: (i) the Listing marketplace fee (or seller fee or maker fee), which can vary depending on whether the seller listed the relevant NFT on the Site or on a third party marketplace that is connected to the Immutable X Network; (ii) the GameStop NFT marketplace fee (or buyer fee or taker fee); (iii) Protocol fee, which is IMX’s protocol fee, and (iv) Royalty fee, which is the royalty fee to the NFT creator. Before you pay any fees, you will have the opportunity to review and accept the fees that you will be charged. You will be solely responsible for paying all fees. You acknowledge and understand that we may at any time, and at our sole discretion, change (e.g., increase or decrease), add or remove one or more fees in connection with any Service, with or without advance notice to you. Further, we may at any time, and at our sole discretion, make, change or remove promotional offers in connection with some or all of the Services. These promotional offers, unless made to you for the relevant Service, shall not apply to you or your transaction.

(d) Taxes. You are solely responsible for all costs incurred by you in using the Services and determining, collecting, reporting and paying all applicable Taxes. As used herein, “**Taxes**” means the taxes, duties, levies, tariffs, and other governmental charges that you may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have related to our Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Services. We reserve the right to report any activity occurring using the Services to relevant tax authorities as required under applicable law.

(e) IMX Grant Program Application. If you submit an IMX Grant Program application, you understand and agree that GME Entertainment can share your application and the information therein with Immutable X and Digital World NFTS Ltd. Immutable X and Digital World NFTS Ltd. determine whether or not to issue you or your company a grant based on your submitted IMX Grant Program application information. GME Entertainment and/or Immutable X may provide you with additional

information, instructions or terms/conditions regarding the IMX Grant Program. Please provide truthful information in your application. Failure to provide such truthful information will result in immediate withdrawal of your application by Immutable X and Digital World NFTS Ltd.

(f) “Become A Creator” Program. If you submit a “Become A Creator” application, you understand and agree that GameStop Entities (defined below) will review your application and information therein to determine whether or not to approve you or your company to create NFTs through the Protocols and/or publish content to the GameStop NFT marketplace. You agree to provide truthful information in your application. Failure to provide such truthful information will result in immediate withdrawal of your application. GME Entertainment may provide you with additional information, instructions or terms/conditions regarding the “Become A Creator” program, which you must abide by.

(g) Waitlist for GameStop Playr. If you submit your current email through the waitlist website for GameStop Playr, you understand and agree that GME Entertainment and its affiliates can send you communications regarding GameStop Playr, including, without limitation, the launch of GameStop Playr and how and when to access and use GameStop Playr and services therein. Please see the above “Who May Use the Services” section for more details on who can sign up onto the waitlist. You are solely responsible for providing your current email address on the waitlist, and that failure to do so may result in you not receiving communications regarding or access to GameStop Playr. GME Entertainment may provide you with additional information, instructions or terms/conditions regarding GameStop Playr, which you must read, consent and agree to in order to access and use GameStop Playr.

(h) Limited License to Access Services. If you comply with these Terms, GME Entertainment hereby grants to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable, non-assignable and personal license to access and use the Services solely in accordance with these Terms. If any software, content or other material owned by, controlled by or licensed to GME Entertainment are distributed or made available to you as part of your use of the Services, we hereby grant you a limited, revocable, non-commercial, non-exclusive, non-transferrable, non-sublicensable, non-assignable and personal right and license to access and display such software, content and materials for the sole purpose of enabling you to use the Services as permitted by these Terms. Further, if any content, such as digital wallpaper, owned by, controlled by or licensed to GME Entertainment is available for download on the Site, GME Entertainment hereby grants to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable, non-assignable and personal license to download and use the content solely in accordance with these Terms and for personal and non-commercial use only. You are not allowed to copy, modify, publish, transmit, distribute, perform, use, sell or exploit any such content for commercial use. Also, you are not allowed to make derivative works or NFTs based on such content. We and our licensors own and retain all proprietary rights in the Services.

(i) Suspension or Termination. Without limitation of anything else in these Terms, we may suspend or terminate the limited licenses in Section 5(g) (and anywhere else in these Terms) and your access to the Services at any time without notice, including in connection with any transaction as required by applicable law, any governmental authority, or if we in our sole and reasonable discretion determine you are violating these Terms or the terms of any third party service provider. Such suspension or termination shall not be considered a breach of these Terms by GME Entertainment. In accordance with its anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, we may impose reasonable limitations and controls on your ability of you to access or use the Services. Such limitations may include where good cause exists and we have the ability to do so, rejecting transaction requests, freezing assets, or otherwise restricting you from accessing or using the Services.

6. Feedback. We appreciate feedback (such as likes), comments, ideas, proposals and suggestions for improvements to the Services and/or NFTs ("**Feedback**"). If you choose to submit Feedback, you agree that we are free to use it without any restriction, notice or compensation to you. You hereby irrevocably assign to GME Entertainment any and all right, title and interest (including, but not limited to, any patent, copyright, trademark, goodwill, trade secret, know-how, show-how, moral rights and any and all other intellectual property right) that you may have in the Feedback, and agree to provide GME Entertainment any assistance required to document, perfect and maintain its rights in the Feedback. To the extent that moral rights cannot be assigned under applicable law, you hereby waive and agree not to enforce against GME Entertainment, our corporate parents, affiliates, subsidiaries and divisions (collectively, "**GameStop Entities**") any and all moral rights, including, without limitation on subsequent modification, to the extent permitted under applicable law.

7. Your Content.

(a) User Content. Our Services may allow you to upload or view content, which may include files, documents, text, graphics, images, music, software, audio and video. Anything (other than Feedback or content owned or licensed by any GameStop Entity) that you make available through the Services is referred to as "**User Content.**" User Content may include the Digital Art (which includes, but not limited to, one or more graphics, image, music, audio, video and/or text files) associated with NFTs in connection with your digital asset wallet. GME Entertainment does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content.

(b) Permissions to Your User Content. By making any User Content available through the Services you hereby grant to GameStop Entities a non-exclusive, transferable, worldwide, irrevocable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content in connection with operating, providing and marketing of the Services.

(c) Your Responsibility for User Content. You are solely responsible for all your User Content. You represent and warrant that you have all rights, licenses, consents, permissions, power and/or authority that are necessary to grant the GameStop Entities the license rights in and to your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by any GameStop Entity on or through the Services will breach any contract; infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy; or result in the violation of any applicable law or regulation.

(d) Removal of User Content. As provided below, we have the right to remove, block or disable access to any User Content on the Site for any time for any or no reason and without notice. You should know that in certain instances, some of your User Content may not be completely removed and copies of your User Content may continue to exist on the Services. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

(e) GME Entertainment's Intellectual Property. We may make available through the Services content that is subject to intellectual property rights owned by or licensed to GME Entertainment. Subject to the limited rights expressly granted hereunder, GME Entertainment and its licensors reserve all right, title and interest, including ownership and intellectual property rights, to such content.

8. Acceptable Use Policy and GME Entertainment's Enforcement Rights. You agree not to do any of the following in connection with our Site or Services:

- (a)** Post, upload, publish, submit, transmit or make available any User Content on the Site that: (i) infringes, misappropriates or violates any GameStop Entity's or third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group, or sexually related services; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; (vii) promotes illegal or harmful activities or substances; or (viii) GME stock references, including meme stock references.
- (b)** Use, display, mirror or frame the Services or any individual element within the Services, GameStop Entities' trademarks, service marks, logos or other proprietary information, or the layout and design of any page or form contained on a page, without relevant GameStop Entity's express prior written consent;
- (c)** Access, tamper with, or use non-public areas of the Services, GameStop Entities' computer systems, or the technical delivery systems of GameStop Entities' providers;
- (d)** Attempt to probe, scan or test the vulnerability of any GameStop Entity's system or network or breach any security or authentication measures;
- (e)** Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by GameStop Entities' or any of GameStop Entities' providers or any other third party (including another user) to protect the Services;
- (f)** Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by any GameStop Entity or other generally available third party web browsers;
- (g)** Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (h)** Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- (i)** Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- (j)** Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- (k)** Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

- (l) Collect or store any personally identifiable information from the Services from other users of the Services without their express written permission, or use the Services to harm or gain information from minors;
- (m) Impersonate or misrepresent your affiliation with any person, entity, Profile, wallet or NFT(s);
- (n) Create, show sell or purchase counterfeit or fake items (including any Digital Art or NFTs) or malicious NFTs via our Site;
- (o) Engage or assist in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including, but not limited to, the U.S. Department of Treasury’s Office of Foreign Assets Control (“OFAC”), or that involves proceeds of any unlawful activity (including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Services);
- (p) Create, show, sell or purchase digital assets that may be subject to financial regulations, including, but not limited to, digital assets that provide purchasers with rights to an initial coin offering or any securities or derivatives offerings or other regulated financial instruments. Also, the creation, show, sale or purchase of fractional or fractionalized NFTs or F-NFTs is prohibited. No digital asset fundraising is allowed, unless the fundraising is for a reputable charity or non-profit organization and is legally and regulatorily compliant;
- (q) Engage or assist in fraud, deceptive or misleading activities, market manipulation activities, which include, without limitation, pump and dump, wash trading, spoofing, layering, or other activities that attempt to artificially influence a NFT’s price and/or the behavior of the relevant market(s), or collude with others regarding same;
- (r) Create, sell, attempt to sell or buy stolen, illegally or fraudulently obtained, or unauthorized NFTs or other digital assets or items on our Site;
- (s) Promote or facilitate scams or unlawful gambling;
- (t) Using, employing or operating bots or other forms of automation and/or multiple accounts to engage in any activity on the Site;
- (u) Violate any applicable law, regulation or third-party rights; or
- (v) Encourage or enable any other individual or entity to do any of the foregoing.

GME Entertainment has the right to monitor access to or use of the Services for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or regulatory requirements. We reserve the right, but are not obligated, to remove, block or disable your access to any content, including User Content, or any or all of the Services, or ban you from the Services and/or Site, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

9. Digital Millennium Copyright Act. GME Entertainment respects intellectual property law and expects its users to do the same. It is GME Entertainment’s policy to comply with the Digital Millennium Copyright Act (“DMCA”) and respond to claims of copyright infringement using DMCA procedures detailed below. We may also

terminate in appropriate circumstances users who repeatedly infringe or are believed to be repeatedly infringing the rights of intellectual property holders, including copyright holders, on the Site.

If you are a copyright owner or a legally authorized representative thereof and believe that any content on this Site infringes upon your copyrights, we encourage you to complete and submit our Intellectual Property Takedown Request Form [here](#), or go to a specific NFT on the Site, click “More” and then “Report” and select “IP Infringement” in the drop-down menu and click “Open form.” Please note that the Intellectual Property Takedown Request Form and the alternative process mentioned below can also be used to address your right of publicity and/or other alleged intellectual property infringement, and must be completed by the lawful rights owner or a legally authorized representative thereof.

Alternatively, if you are a copyright owner or an agent thereof, you may submit a notice pursuant to the DMCA by providing the following information in writing (*see* 17 U.S.C § 512(c)(3) for further detail) to our designated copyright agent:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You can send your properly completed DMCA notice to GME Entertainment’s designated copyright agent at:

GME Entertainment LLC
Attn: Legal - DMCA
625 Westport Parkway
Grapevine, TX 76051
legal@gamestop.com

Please note that written submissions via the above alternative process may take longer to process and must include all of the information listed above.

Your properly completed DMCA notice or Intellectual Property Takedown Request Form may be shared by GME Entertainment with the user alleged to have infringed your relevant intellectual property right(s), and you hereby consent to GME Entertainment making such disclosure to the relevant user.

There are legal and financial consequences, including civil and/or criminal penalties, for submitting bad faith or fraudulent infringement reports. By submitting a DMCA notice or Intellectual Property Takedown Request, you understand and agree that you shall be liable for any damages, including costs and attorneys’ fees, that any of the GameStop Entities incurs related to any misrepresentation relied upon in removing or disabling access to

the alleged infringing material or activity, or in replacing the removed material or ceasing to disable access to it. GME Entertainment and other GameStop Entities each reserves the right to seek damages from any party/parties that submits a DMCA notice or Intellectual Property Takedown Request in violation of the law.

For clarity, only DMCA notices should be directed to the designated copyright agent displayed above. If you have feedback, comments and requests for technical support regarding the Services, please complete and submit the "Contact Us" form [here](#). You acknowledge that if you fail to comply with all of the requirements of this Section 9, your DMCA notice may not be valid.

10. Links. The Services or third parties may provide links or other forms of access (collectively, "Links") to third party sites, applications, accounts, resources or services. Such Links may include, but not limited to, social media accounts and/or sites. Because GME Entertainment has no control over such Links, sites, applications, accounts, resources or services, you acknowledge and agree that the GameStop Entities are not responsible for the Links, the availability of such external sites, applications, accounts, resources or services, or the software or services provided by third parties, and does not endorse and is not responsible or liable for any content, advertising, products, services or other materials on or available from such Links, sites, applications, accounts, resources or services. You acknowledge and agree that the GameStop Entities shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the Links or the use of or reliance on any such content, goods or services available on or through any such Links, sites, applications, accounts, resources or services. You also understand and agree to assume full responsibility for all risks arising from your use of any Links, sites, applications, accounts, resources or services.

11. Termination; Survival. We may block, suspend, restrict, discontinue or terminate your access to and use of any or all of the Services at our sole discretion, at any time and without notice to you, including in connection with any transaction as required by applicable law, any governmental authority, or if we in our sole and reasonable discretion determine you are violating these Terms or the terms and conditions of any Service Provider (defined below). Such blocking, suspension, restriction, discontinuation or termination shall not be considered a breach of these Terms by GME Entertainment. You acknowledge that GME Entertainment's decision to take certain actions regarding your access and/or use of the Services for any reason, in our sole discretion, may be based on confidential criteria that are essential to GME Entertainment's risk management, compliance and security protocols. You agree that GME Entertainment is under no obligation to disclose the details of its risk management, compliance or security protocols to you. All provisions of these Terms which by their nature extend beyond the expiration or termination of these Terms, including, without limitation, Sections 6, 7(b), 7(c), 7(e), 9 and 11-20, shall survive. Termination shall not limit any of GME Entertainment's other rights or remedies at law or in equity.

12. Warranty Disclaimers. THE SITE, SERVICES AND ANY CONTENT THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED. GAMESTOP ENTITIES AND THEIR LICENSORS MAKE NO WARRANTY THAT THE SITE, SERVICES OR ANY CONTENT THEREIN: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AS TO THE SITE, SERVICES AND ANY CONTENT THEREIN.

EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THESE TERMS, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT, MATERIAL OR INFORMATION, WHETHER ORAL OR WRITTEN, WITH RESPECT TO YOUR ACCESS AND USE OF THE SITE, SERVICES OR CONTENTS THEREIN. WITHOUT

LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT THE GAMESTOP ENTITIES WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON STATEMENTS, MATERIAL OR INFORMATION CONTAINED ON THE SITE, SERVICES OR ANY CONTENT THEREIN. WHILE THE GAMESTOP ENTITIES ATTEMPT TO MAKE YOUR ACCESS TO AND USE OF THE SITE, SERVICES AND ANY CONTENT THEREIN SAFE, THE GAMESTOP ENTITIES CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SITE, SERVICES AND ANY CONTENT THEREIN, OR GAMESTOP ENTITIES' SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. GAMESTOP ENTITIES CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD THE GAMESTOP ENTITIES RESPONSIBLE FOR ANY BREACH OF SECURITY.

GAMESTOP ENTITIES WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF OR INABILITY TO USE THE SITE, SERVICES OR ANY CONTENT THEREIN, OR NFTS OR ANY CONTENT ASSOCIATED OR LINKED THERETO, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS OR SECRET RECOVERY PHRASES (ALSO KNOWN AS SEED PHRASES OR MNEMONICS), INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) LOSS OF OR INABILITY TO RESTORE ACCESS OR USE FROM YOUR DIGITAL WALLET SECRET RECOVERY/BACKUP PHRASE; (III) SERVER FAILURE OR DATA LOSS; (IV) BLOCKCHAIN NETWORKS, DIGITAL ASSET WALLETS OR CORRUPT FILES; (V) INTERRUPTIONS, DELAYS, ERRORS, OMISSIONS AND/OR DEFECTS IN THE TRANSMISSION OF TRANSACTIONS OR MESSAGE TO THE RELEVANT BLOCKCHAIN NETWORK(S) (SUCH AS LAYERS 1 AND 2 OF THE ETHEREUM NETWORK); (VI) UNAUTHORIZED ACCESS TO OR USE OF SERVICES; (VII) DELAY, INTERRUPTION OR FAILURE OF ANY TRANSACTION OR COMMUNICATION TO SEND OR BE RECEIVED BY THE INTENDED RECIPIENT IN THE INTENDED FORM; (VIII) DECREASED OR INCREASED VALUE OF NFTS, ETHER OR OTHER DIGITAL ASSETS ASSOCIATED WITH THE ETHEREUM BLOCKCHAIN OR OTHER BLOCKCHAINS; (IX) INCORRECT RECORDATION OR NON-RECORDATION OF TRANSACTION ON RELEVANT BLOCKCHAIN(S); OR (X) ANY THIRD PARTY ACTIVITIES, INCLUDING, WITHOUT LIMITATION, THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK (WHICH INCLUDES, BUT NOT LIMITED TO, DISTRIBUTED DENIAL-OF-SERVICE ("DDoS") ATTACK).

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF DIGITAL ASSETS (INCLUDING NFTS) YOU PURCHASE OR SELL THROUGH THE SERVICES. NOTWITHSTANDING INDICATORS OR MESSAGES THAT SUGGEST VERIFICATION, GAMESTOP ENTITIES MAKE NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF DIGITAL ASSETS ON THE SERVICES.

13. Assumption of Risk. You accept and acknowledge:

(a) The prices and liquidity of digital assets (including, not limited to, NFTs, cryptocurrencies, digital tokens, digital coins, stablecoins) are extremely volatile due to many factors including, but not limited to, adoption, speculation, technology, legislative, regulatory and case law risks, security risks, litigation, and bankruptcy filings and proceedings of one or more entities involved in digital assets and transactions or custody thereof. Fluctuations in the price of other digital assets could materially and adversely affect the digital assets made available through the Services, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of digital assets will not lose money. You also acknowledge that the cost of transacting on blockchain networks is variable and may increase at any time causing impact to any activities taking place on the Services or blockchain networks. By using or accessing the Services, you acknowledge these risks and agree that the GameStop Entities will not be held liable for any losses or damages associated with these risks including, without limitation, losses associated with your use of the Services, digital assets or blockchain networks.

(b) You are solely responsible for determining what, if any, Taxes apply to your transactions through the Services. GameStop Entities are not responsible for determining the Taxes that apply to such transactions.

(c) Our Services do not store, send, or receive digital assets. This is because digital assets exist only by virtue of the ownership record maintained on its supporting blockchain (“**Blockchain**”). Any transfer of digital assets occurs within the supporting Blockchain and not on the Services. Transactions in digital assets (including NFTs) may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions in digital assets shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction. By accessing or using the Services, you represent that you understand the inherent risks associated with cryptographic systems; and warrant that you understand the usage and intricacies of blockchain, digital assets, decentralized networks, decentralized apps, decentralized exchanges or platforms and blockchain-based software systems. The GameStop Entities are not responsible for any issues with the Blockchains, including forks, technical node issues or any other issues having fund losses as a result. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems, such as Ethereum, are variable and may increase at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to or from the Services. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing Services. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the Services.

(d) There are risks associated with using an Internet-based digital asset, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your digital asset wallet. Our Services rely on emerging technologies, such as Ethereum and smart contracts, which may change or become non-operational due to third party activity (including, without limitation, technical upgrades or non-upgrades; service or technical disruption or failure; retiring or decommissioning software or system; and close of business) and without prior notice to you or the GameStop Entities. You accept and acknowledge that the GameStop Entities will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services, however caused.

(e) A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility or value of a certain digital asset.

(f) The GameStop Entities, digital assets, digital asset wallets, blockchain networks and digital asset-related exchanges and marketplaces could be impacted by one or more legislative actions, regulatory actions (such as regulatory investigations or enforcement actions) or judiciary actions (such as court orders and decisions) that could impede or limit the ability of the GameStop Entities to continue to develop, or which could impede or limit your ability to access or use the Services, the Ethereum Network (which includes Ethereum Layer 1 (“**L1**”) and Ethereum Layer 2 (“**L2**”)), the Loopring Network, the Immutable X Network and any other blockchain networks and/or digital wallets. The legal and regulatory regimes and case law governing blockchain technologies, digital assets, including, but not limited to, NFTs, are uncertain and evolving, and new or revised laws, regulations or policies may materially adversely affect one or more digital assets and/or the Services. By using or accessing the Services, you acknowledge these risks and agree that the GameStop Entities will not be held liable for any losses or

damages associated with these risks including, without limitation, losses associated with your use of Services, digital assets or blockchain networks.

(g) There are risks associated with purchasing user generated content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets with unauthorized content, assets that are vulnerable to metadata decay, assets on smart contracts with bugs or malware, and assets that may become untransferable. GME Entertainment reserves the right to remove, disable, restrict or make inaccessible assets affected by any of these issues or by other issues, without notice to you. Assets you purchase may become inaccessible. You agree that under no circumstances shall the inability to view or access your assets due to this Section 13(g) serve as grounds for a claim against any GameStop Entity.

(h) The Services may include, integrate with, or be accessible through, other applications including software and services provided by our affiliates and or by third parties through software links within the browser plugins or App. Other applications are made available to you under the terms and conditions of the applicable service providers (collectively, "**Service Providers**"). Please review the applicable terms and conditions prior to using or accessing other applications. By using any other applications, you acknowledge that (a) you have read and agree to the terms and conditions that apply to such other applications; (b) you are not transferring your assets to us; and (c) you may be exposed to the risks inherent in such other applications. Such risks include, without limitation, delays in or inability to access funds or digital assets held by such parties or loss of funds and/or digital assets.

Service Providers may charge you a fee for use of, or access to, other applications. You acknowledge that GME Entertainment may earn fees from Service Providers in connection with your use of such other applications.

You agree that the GameStop Entities are not in any way associated with the other applications or responsible or liable for the software and services offered by the associated Service Providers. The GameStop Entities do not endorse or approve and makes no warranties, representations, or undertakings relating to the software, service, or content of any other applications.

In addition, the GameStop Entities disclaim liability for any loss, damage and any other consequence resulting directly or indirectly from or relating to your use or access of other applications or any information that you may provide or any transaction conducted with or through the other applications or the failure of any information, software or services posted or offered by Service Providers or any error, omission or misrepresentation by such Service Providers or any computer virus arising from or system failure associated with the other applications.

In the event of any inconsistency between these Terms and the terms and conditions of the other applications, these Terms will prevail. Notwithstanding the foregoing, the Services may rely on third-party platforms to perform transactions with respect to any digital assets. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms; if legislative or regulatory actions or case law negatively affect such platform providers; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Service may be impacted, which may result in termination of the Service without notice and at our discretion.

14. Indemnity; Release. You will indemnify, defend (at the relevant GameStop Entity's/Entities' option) and hold the GameStop Entities and their respective officers, directors, agents, joint venturers, employees and

representatives harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use or misuse of the Services or content therein, (b) your User Content and/or NFTs, or (c) your violation of these Terms. You may not settle or otherwise compromise any claim subject to this Section 14 without the relevant GameStop Entity's/Entities' prior written approval. The GameStop Entities each reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with the relevant GameStop Entity/Entities in the defense of such matter. Also, if you have a dispute with one or more users of the Services, you release GameStop Entities and their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with such dispute.

15. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE GAMESTOP ENTITIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, REPRESENTATIVES AND SERVICE PROVIDERS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES, NFTS, OR ANY CONTENT THEREIN, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE GAMESTOP ENTITIES OR THEIR SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE GAMESTOP ENTITIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND REPRESENTATIVES' TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES, NFTS, OR ANY CONTENT THEREIN EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO GME ENTERTAINMENT FOR USE OF THE SERVICES, OR ONE HUNDRED U.S. DOLLARS (US\$100) IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO GME ENTERTAINMENT, AS APPLICABLE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF GME ENTERTAINMENT'S OFFER TO PROVIDE SERVICES AND CONTENT THEREIN TO YOU.

16. No License to GameStop Brand Features.

(a) All GameStop trademarks, service marks, trade names, logos, domain names, and any other features of the GameStop brand ("**GameStop Brand Features**") are the sole property of GME Entertainment or its respective licensors. These Terms do not grant you any rights to use any GameStop Brand Features whether for commercial or non-commercial use.

(b) Unless explicitly stated otherwise, you obtain no rights from GME Entertainment or its licensors, including, without limitation, intellectual property rights. You will not use GME Entertainment's or its licensors' trademarks, service marks or logos for any reason or purpose unless you obtain prior written consent from

GME Entertainment or its licensors, respectively. GME Entertainment and its licensors retain ownership of all copies of the Services, or any part thereof, even after installation on your personal computers, mobile devices, tablets, wearable devices, speakers and/or other devices.

(c) You agree to abide by our user guidelines and not to use the Services or any part thereof in any manner not expressly permitted by these Terms. Except for the rights expressly granted to you in these Terms, GME Entertainment grants no right, title, or interest to you in the Site, browser plugins, Apps or the Services.

(d) If applicable, third party software (for example, open source software libraries) included in the Services are made available to you under the relevant third party software library's license terms.

17. No Third Party Beneficiaries.

You agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to these Terms.

18. Governing Law and Forum Choice. You and GME Entertainment agree that these Terms and any Dispute you may have with GME Entertainment, will be governed by federal law and the Federal Arbitration Act as to arbitration issues and the law of the State of Texas for all other issues, without reference to the principles of conflicts of laws thereof. You agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) and Uniform Computer Information Transactions Act (UCITA), as adopted by any state, are specifically excluded from application to these Terms.

19. Dispute Resolution.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

(a) **INFORMAL RESOLUTION:** You and GME Entertainment will first attempt to resolve any claim informally. Accordingly, neither you nor GME Entertainment may start a formal arbitration proceeding for at least sixty (60) days after one party notifies the other party of a claim in writing. As part of this informal resolution process, you must deliver your written notices via hand or first-class mail to us at GME Entertainment, LLC, Attn: Legal – Dispute Resolution, 625 Westport Parkway, Grapevine, Texas 76051.

(b) **WE BOTH AGREE TO ARBITRATE:** You and GME Entertainment agree to resolve any dispute between you and GME Entertainment ("**Dispute**") through final and binding arbitration, with two exceptions. First, to the extent you have in any manner violated or threatened to violate our intellectual property rights (for example, trademark, trade secret, copyright, or patent rights) or to the extent that you believe we have violated or threatened to violate your intellectual property rights, under such circumstances we or you may bring a lawsuit solely for injunctive relief to stop intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above. Second, you may bring any matter within the jurisdiction of a small claims court or similar court in which you seek less than \$10,000 in a small claims court or similar court on an individual basis without a class action.

(c) **WHAT IS ARBITRATION:** You and GME Entertainment mutually agree to forego the delay and expense of using a court of law and choose instead to benefit from the speedy, economical, and impartial dispute resolution procedure of using binding arbitration for Disputes that arise between you and GME

Entertainment, its related and affiliated companies, successors, and assigns; and/or any current or former employee, officer, or director of GME Entertainment or any related or affiliated company. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced. You and GME Entertainment agree that this Section 19 (Dispute Resolution) is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and will survive even if these Terms terminate. Any revision to or termination of these Terms that modify or terminate this Section 19 (Dispute Resolution) shall not apply to a pending arbitration, to any claim that accrued prior to the modification or termination, or to any claim that the asserting party knew about prior to the modification or termination, except as may be required by applicable law.

(d) WAIVER OF JURY TRIAL: EXCEPT AS SET FORTH IN SECTION 19(b) ABOVE, THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and us in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND GME ENTERTAINMENT WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.

(e) NO CLASS ACTIONS: Except as otherwise required under applicable law, You and GME Entertainment agree to arbitrate any Dispute only on an individual basis and hereby waive any right to bring, participate in, or receive money or any other relief from any representative, class, consolidated, or collective proceeding ("**Class Action Waiver**"). No party may bring a claim on behalf of other individuals, and no arbitrator hearing any claim under these Terms may: (a) without the consent of all parties, combine more than one individual's claim or claims into a single case; (b) order, require, participate in, or facilitate production of class-wide contact information or notification of others of potential claims; or (c) arbitrate any form of a class, collective, consolidated, representative, or private attorney general proceeding.

(f) WHO DECIDES WHAT CAN BE ARBITRATED: The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(g) WHAT ARE THE ARBITRATION RULES, PROCEDURES, AND COSTS: To initiate arbitration, the party desiring to pursue a legal dispute must prepare a written demand setting forth the claim(s) and deliver the written demand within the applicable statute of limitations period by hand or first class mail to the AAA and us at GME Entertainment, LLC, Attn: General Counsel, 625 Westport Parkway, Grapevine, Texas 76051. You and GME Entertainment agree that the arbitration shall be administered by the American Arbitration Association ("**AAA**") before a single arbitrator mutually agreed upon by the parties, and if the parties cannot agree within thirty (30) days after names of potential arbitrators have been proposed, then by a single arbitrator who is chosen by AAA. Except to the extent that they are modified by the rules below, if you are an individual person, the AAA Consumer Arbitration Rules that are in effect at the time of the filing of the demand (and that are available at https://www.adr.org/sites/default/files/Consumer_Rules_Web_2.pdf) will apply.

(h) The parties agree that the applicable AAA rules are modified as follows:

(i) Any arbitrator must be neutral as to all parties. Standards for the recusal of an arbitrator shall be the same standards under which trial judges are recused under Texas law. Unless you prefer otherwise and GME Entertainment agrees, the arbitration shall be conducted in the county in which you reside. Or if that is not practicable, in an adjacent county as determined by AAA.

(ii) All discovery shall be subject to any and all objections available under FRCP 26(b). Each party shall avoid broad or widespread collection, search, and production of documents, including electronically stored information (“ESI”). If a compelling need is demonstrated by the requesting party, the production shall: (i) be narrowly tailored in scope; (ii) only come from sources that are reasonably accessible without undue burden or cost; and (iii) be produced in a searchable format, if possible without undue burden or cost, and which is usable by the receiving party and convenient and economical for the producing party. Where the costs and burdens of the requested discovery outweigh its likely benefit, considering the needs of the case, the amount in controversy, and the importance of the discovery in resolving the issues, the arbitrator shall deny such requests or order production on condition that the requesting party advance to the producing party the reasonable costs involved in making the production, subject to the allocation of costs in the final award.

(iii) The arbitrator shall have the authority to award the same damages and other relief that would have been available in court pursuant to the law governing the Dispute(s).

(iv) Either party shall have the right to file motions to dismiss and motions for summary judgment/adjudication.

(v) The arbitrator shall have the authority to issue an award or partial award without conducting a hearing on the grounds that there is no claim on which relief can be granted or that there is no genuine issue of material fact to resolve at a hearing.

(vi) The Federal Rules of Evidence shall apply to all arbitration proceedings.

(vii) The arbitrator must issue a decision in writing, setting forth in summary form the reasons for the arbitrator’s determination and the legal basis therefor.

(viii) The arbitrator’s authority shall be limited to deciding the case submitted by the parties to the arbitration. Therefore, no decision by any arbitrator shall serve as precedent in other arbitrations except to preclude the same claim from being re-arbitrated between the same parties.

(ix) The parties may settle any dispute on a mutual basis without involvement of the arbitrator.

(x) Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration, you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

(i) If any term or condition in this Section 19 (Dispute Resolution) is determined to be unenforceable or in conflict with a mandatory provision of applicable law, it shall be construed to incorporate any mandatory provision, or the unenforceable or conflicting term or condition shall be automatically severed, and the remainder of this Section 19 (Dispute Resolution) shall not be affected.

Provided, however, that if the Class Action Waiver is found to be unenforceable, then any claim brought on a class, collective, or representative action basis shall be adjudicated exclusively in the state and federal courts located in the County of Tarrant, Texas, which shall be the exclusive forum for such claims. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

20. General Terms.

(a) Reservation of Rights. GME Entertainment and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by at least copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, design mark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Subject to the limited rights expressly granted in these Terms, GME Entertainment and its licensors reserve all right, title and interest, including ownership and intellectual property rights, in and to the Services.

(b) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between GME Entertainment and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between GME Entertainment and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without GME Entertainment's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null and void. GME Entertainment may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(c) Export Compliance. You agree to comply with all applicable import, re-import, export and re-export control laws and regulations when using the Services. You are solely responsible for compliance related to your use of the Services.

(d) Notices. Any notices or other communications provided by GME Entertainment under these Terms will be given: (i) via email; or (ii) by posting to the Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(e) Headers. The headings and captions contained in these Terms are for convenience of reference only and will not be deemed to be a part of these Terms and will not be referred to in connection with the construction or interpretation of these Terms.

(f) Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to GME Entertainment for which monetary damages would not be an adequate remedy and GME Entertainment shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

(g) Force Majeure. GME Entertainment shall not be deemed in default of or have breached any provision of these Terms due to a delay, failure in performance or interruption of service arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; tornados; hurricanes; fires; floods; wars; civil or military

disturbances; acts of terrorism; sabotage; invasions; insurrections; strikes; pandemics; epidemics; riots; power failures; computer or data center failure; order, regulation, quarantine or restriction imposed by government or military; labor disputes; cyberattack, ransomware attack; and loss, disruption or malfunction of utility, blockchain network, Internet, computer (hardware or software) or telephone communication services (collectively, a “**Force Majeure Event**”). If GME Entertainment is affected by a Force Majeure Event, it shall give notice to you, shall be excused from performance of its obligations hereunder on a day-to-day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event.

(h) Waiver of Rights. GME Entertainment’s failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of GME Entertainment. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

(i) Miscellaneous. The Site is operated by us in the United States. Those who choose to access the Site and Services from locations outside of the United States do so at their own initiative and are responsible for compliance with applicable local laws and regulations. You and GME Entertainment agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the interpretation or constitution of these Terms. These Terms are written in English (U.S.) only. To the extent any translated version of these Terms exists and conflicts with this English version, this English version controls.

21. Contact Information. If you have any questions about these Terms or the Services, please check out our [FAQs & Tutorials](#) or please complete and submit the “Contact Us” form [here](#).