

Websites Terms of Use

Welcome to the Cardtopia Family of Brands websites, which include but are not limited to Cardtopia.com (“Cardtopia website”), Bicyclecards.com, and Grimaud.com (the “Websites”).

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU START TO USE THE WEBSITES BECAUSE THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS INCLUDING, WITHOUT LIMITATION, WAIVERS OF RIGHTS, LIMITATIONS OF LIABILITY AND (UNLESS YOU ARE RESIDENT IN THE EEA) YOUR INDEMNITY TO US. IF YOU ARE RESIDENT IN THE EEA OR THE UK, PLEASE SEE APPENDIX 1 WHICH CONTAINS DEVIATIONS TO THESE WEBSITES TERMS OF USE WHICH WILL APPLY TO YOU. UNLESS YOU ARE RESIDENT IN THE EEA OR THE UK, THESE TERMS OF USE ALSO REQUIRE THAT YOU USE ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURTS, JURY TRIALS, OR CLASS ACTIONS, AND LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1 Acceptance of the Websites Terms of Use

- These terms of use are entered into by and between you and The United States Playing Card Company (“**Cartamundi**,” “**we**” , “**us**”, “**our**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**” and “**Agreement**”), govern your access to and use of the websites, including any content, functionality, and services offered on or through the websites.
- By using the Websites, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use any of the Websites. We only use your personal information in accordance with our privacy policy available here: [Cardtopia Privacy Policy](#).
- The Websites are offered and available to users who are 18 years of age or older. By using the Websites, you confirm that you are at least 18 years of age and are legally competent to enter into this Agreement. If you are less than 18 years old or are not legally competent to enter into this Agreement, you must not access or use the Websites.

2 Changes to the Terms of Use

- We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Websites thereafter.
- Your continued use of the Websites following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

3 User Information

- To use certain parts of the Websites, you will be asked to provide personal information, such as your first name, email address, password, city, state, country or postal code.
- By creating and registering an account with the online store of the Cardtopia Website (“**Cardtopia Shop Account**”), you represent and warrant that all Cardtopia Shop Account information you submit is your own information and is truthful and accurate. You understand and agree that we may immediately suspend or terminate your Cardtopia Shop Account if we have any reason to believe that you have misrepresented or provided false account information to us. It is your responsibility to keep your Cardtopia Shop Account and the information associated with it accurate and current. As the Cardtopia Shop Account holder, you are responsible for safeguarding your Cardtopia Shop Account login credentials (including any username, password, and/or multi-factor authentication), and you should notify us immediately in the event your Cardtopia Shop Account credentials are lost, stolen, or used by another without your permission. You are responsible for all activities on your Cardtopia Shop Account, including those of any other user you allow to access your Cardtopia Shop Account. You shall not (i) sell, transfer or assign your Cardtopia Shop Account to another person; or (ii) use your Cardtopia Shop Account or any Cardtopia Shop Account username or credentials to impersonate another person or disseminate offensive content. Any misconduct by you or any other user to whom you provide access to your

Cardtopia Shop Account may result in immediate suspension or termination of your Cardtopia Shop Account in our sole discretion.

- We may send electronic communications you in accordance with applicable laws and your personal data will be processed in accordance with our Privacy Policy available here: <https://cardtopia.com/legal/privacy-policy>.

4 Seller of Record; Shipments; Delivery; Title and Risk of Loss

- U.S. Direct E-Commerce Limited (trading as ESW) (“**ESW**”) is our authorized reseller and merchant of record for all physical products purchased on the online store of the Cardtopia Website. This means all physical products you purchase on the online store of the Cardtopia Website will be purchased from ESW as the seller of record. ESW’s terms of sale can be found here: <https://eshopworld.com/shoppers/help/terms-and-conditions-of-sale-en>.
- Cartamundi will arrange shipment to you for all physical products purchased on the online store of the Cardtopia Website. The terms and conditions regarding the services provided by Cartamundi can be found in this document. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.
- Title and risk of loss for the physical products pass to you upon delivery by the carrier. Cartamundi, its affiliates, and each of their licensors and other suppliers, reserve all trademark, copyright, and all other intellectual property and other intangible proprietary rights with respect to the products. Any unauthorized use of such trademarks, copyrights, or other intellectual property rights is strictly prohibited and may give rise to civil or criminal liabilities.

5 Returns

We accept returns or exchanges for any unopened physical products purchased on the Cardtopia Website within 60 days of purchase. If you would like to return or exchange a physical product, contact our Customer Service Department at support@cardtopia.com. You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection.

6 Accessing the Websites

- We reserve the right to withdraw or amend the Websites, and any service, product or material we provide on the Websites, in our sole discretion without notice.
- You are responsible for making all arrangements necessary for you to have access to the Websites.
- To subscribe to our newsletter or access other resources offered on the Websites, you may be asked to provide certain information.

7 Intellectual Property Rights

- The Websites and their entire contents, features, and functionality (including without limitation all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us, our affiliates, our or their licensors, or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You do not and will not have or acquire any ownership of these intellectual property rights and you are granted no rights or licenses to any such intellectual property rights.
- These Terms of Use permit you to use the Websites for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Websites, except as follows:
 - Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

- You may store files that are automatically cached by your Web browser for display enhancement purposes.
 - You may print or download one copy of a reasonable number of pages of the Websites for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
 - If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
 - If we provide social media features with certain content, you may take such actions as are enabled by such features.
- You must not:
 - Modify copies of any materials from the Websites.
 - Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
 - Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Websites.
- You must not access or use for any commercial purposes any part of the Websites or any services or materials available through the Websites.
- The trademarks, names, logos, product and service names, designs, and slogans on the Websites are trademarks of Cartamundi, its affiliates, its and their licensors, or other providers. You must not use any mark without the prior written permission of its respective owner.
- If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Websites in breach of the Terms of Use, your right to use the Websites will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Websites or any content on the Websites is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Websites not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

8 Prohibited Uses

- You may use the Websites only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Websites:
 - In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from Belgium, France, Germany, UK, US or other countries).
 - For exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
 - To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
 - To impersonate or attempt to impersonate Cartamundi, its affiliates, their licensors, or any employee of Cartamundi, its affiliates, or their licensors, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
 - To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Websites, or which, as determined by us, may harm us or users of the Websites, or expose them to liability.
- Additionally, you agree not to:
 - Use the Websites in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Websites, including their ability to engage in real time activities through the Websites.
 - Use any robot, spider, or other automatic device, process, or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites.
 - Use any manual process to monitor or copy any of the material on the Websites, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
 - Use any device, software, or routine that interferes with the proper working of the Websites.
 - Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Websites, the server on which the Websites are stored, or any server, computer, or database connected to the Websites.
- Attack the Websites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Websites.

9 Copyright Infringement

- We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on the Websites infringe your copyright, you may request removal of those materials by submitting written notification to our copyright agent designated below. In accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice must include substantially the following:
 - Your physical or electronic signature.
 - Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Websites, a representative list of such works.
 - Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
 - Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
 - A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
 - A statement that the information in the written notice is accurate.
 - A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.
- If you fail to comply with all the requirements of Section 512(c)(3) of the DMCA, your DMCA notice may not be effective.
- Our designated copyright agent to receive DMCA notices is:

Legal Department
legal.ip@cartamundi.com

- Please be aware that if you knowingly materially misrepresent that material or activity on the Websites is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

10 Reliance on Information Posted

- The information presented on or through the Websites is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Websites, or by anyone who may be informed of any of its contents.
- All prices posted on the Websites are subject to change without notice. The price charged for a product will be the price in effect at the time the order is placed and will be set out in your order confirmation e-mail. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation e-mail. We reserve the right to limit the quantity of products sold to you. We are not responsible for pricing, typographical or other errors in any offer by us. We reserve the right, at any time prior to fulfilment, to cancel any orders arising from such errors, for any other reason, or for no reason. All prices displayed on this Websites apply only to the products available on the Websites and may not reflect the prices of such products, or similar items, available through retail stores, catalogues, other online marketplaces, or otherwise.

- The Websites includes content provided by third parties, including materials provided by third-party licensors. All statements and opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Cartamundi, are solely the opinions and the responsibility of the person or entity providing those materials. Third-party materials do not necessarily reflect the opinion of Cartamundi. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

11 Changes to the Websites

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

12 Information About You and Your Visits to the Websites

All personal data we collect on the Websites will be used in accordance with our Privacy Policy available here: <https://cardtopia.com/legal/privacy-policy>.

13 Linking to the Websites and Social Media Features

- You may link to the homepages on the Websites, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.
- You must not:
 - Establish a link from any website that is not owned by you.
 - Cause the Websites or portions of them to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
 - Link to any part of the Websites other than the homepage except with our written consent.
 - Otherwise take any action with respect to the materials on the Websites that is inconsistent with any other provision of these Terms of Use.

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

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

14 Links from the Websites

If the Websites contains links to other sites and resources provided by our licensors or other third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Websites, you do so entirely at your own risk and subject to the terms of use for such websites.

15 No Warranties; Limitation of Liability

- OTHER THAN THE WARRANTY PROVIDED IN SECTION 16 BELOW FOR PHYSICAL PRODUCTS PURCHASED ON THE WEBSITES, THE WEBSITES AND ANY PRODUCT, SERVICE OR MATERIAL WE PROVIDE ON THE WEBSITES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE AND OUR AFFILIATES AND SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WEBSITES AND ANY PRODUCT, SERVICE OR MATERIAL WE PROVIDE ON THE WEBSITES, INCLUDING, WITHOUT LIMITATION,

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF TITLE AND NON-INFRINGEMENT. WITHOUT LIMITATION TO THE GENERALITY OF THE FOREGOING, WE AND OUR AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT: (i) THE WEBSITES AND ANY PRODUCT, SERVICE OR MATERIAL WE PROVIDE ON THE WEBSITES WILL BE ERROR-FREE, ACCURATE OR UP TO DATE, OR WILL BE UNINTERRUPTED, OR WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (ii) ANY DEFECT OR ERROR ON THE WEBSITES AND ANY PRODUCT, SERVICE OR MATERIAL WE PROVIDE ON THE WEBSITES WILL BE CORRECTED; OR (iii) THE WEBSITES AND ANY PRODUCT, SERVICE OR MATERIAL WE PROVIDE ON THE WEBSITES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

- YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL CARTAMUNDI, OUR AFFILIATES, OR OUR SUPPLIERS BE LIABLE TO YOU, WHETHER UNDER A THEORY OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PRODUCTION, WORK, DATA, USE, BUSINESS, GOODWILL, REPUTATION, REVENUE OR PROFIT, ANY DIMINUTION IN VALUE, COSTS OF REPLACEMENT GOODS, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES), ARISING OUT OF OR RELATED TO THE WEBSITES AND ANY PRODUCT, SERVICE, OR MATERIAL WE PROVIDE ON THE WEBSITES, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL THE COLLECTIVE LIABILITY OF CARTAMUNDI, ANY OF OUR AFFILIATES OR SUPPLIERS, AND ANY PERSON ASSOCIATED WITH ANY OF THEM, TO YOU (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNTS BELOW:
 - CLAIMS RELATED TO PURCHASE OF PHYSICAL PRODUCT - THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT THAT YOU HAVE PURCHASED THROUGH THE WEBSITES;
 - ALL OTHER CLAIMS - \$25.
- **SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**
- WITHOUT LIMITING ANY OF THE FOREGOING, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT CARTAMUNDI, OUR AFFILIATES AND OUR SUPPLIERS WILL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES OR CLAIMS ARISING OUT OF OR RELATED TO YOUR USE OF (OR YOUR INABILITY TO USE) THE WEBSITES AND ANY PRODUCT, SERVICE OR MATERIAL WE PROVIDE ON THE WEBSITES INCLUDING FROM ANY OF THE FOLLOWING:
 - USER ERROR;
 - INTERNET CONNECTION ISSUES, SERVER ISSUES, HARDWARE OR SOFTWARE ISSUES, OR CORRUPTION OR LOSS OF DATA;
 - UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING THE USE OF VIRUSES, PHISHING, BRUTE-FORCING OR OTHER MEANS OF ATTACK AGAINST THE WEBSITES.
- IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE DISCLAIMERS OR LIMITATIONS OF LIABILITY TO APPLY TO YOU, THE DISCLAIMERS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

16 Warranty for Physical Products

- WE WARRANT THAT PHYSICAL PRODUCTS PURCHASED FROM THE WEBSITES WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR 2 YEARS FROM THE DELIVERY DATE OF THE PURCHASED PRODUCTS (THE “**WARRANTY PERIOD**”).
- THIS LIMITED WARRANTY DOES NOT COVER ANY DAMAGES DUE TO: TRANSPORTATION, STORAGE, IMPROPER USE, FAILURE TO FOLLOW THE PRODUCT INSTRUCTIONS OR TO PERFORM ANY PREVENTIVE MAINTENANCE, MODIFICATIONS, COMBINATION OR USE WITH ANY PRODUCTS, MATERIALS, PROCESSES, SYSTEMS OR OTHER MATTER NOT PROVIDED OR AUTHORIZED IN WRITING BY CARTAMUNDI; UNAUTHORIZED REPAIR, NORMAL WEAR AND TEAR, OR EXTERNAL CAUSES SUCH AS ACCIDENTS, ABUSE, OR OTHER ACTIONS OR EVENTS BEYOND OUR REASONABLE CONTROL.
- OUR RESPONSIBILITY FOR DEFECTIVE PHYSICAL PRODUCTS IS LIMITED TO REPLACEMENT OR REFUND AS SET FORTH IN THIS WARRANTY STATEMENT. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR SUPPLIERS, LICENSORS, AGENTS OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS WARRANTY.
- THIS WARRANTY EXTENDS ONLY TO THE ORIGINAL PURCHASER OF PHYSICAL PRODUCTS FROM THE WEBSITES. IT DOES NOT EXTEND TO ANY SUBSEQUENT OR OTHER OWNER OR TRANSFEREE OF THE PHYSICAL PRODUCTS.

- TO SUBMIT A WARRANTY CLAIM FOR A DEFECTIVE PHYSICAL PRODUCT, E-MAIL US AT SUPPORT@CARDTOPIA.COM DURING THE WARRANTY PERIOD WITHIN A REASONABLE PERIOD AFTER THE DEFECT BECOMES KNOWN OR COULD HAVE REASONABLY BECOME KNOWN TO YOU. WE WILL USE BEST EFFORTS TO PROVIDE AN INITIAL RESPONSE TO YOUR CLAIM WITHIN 2 BUSINESS DAYS OF RECEIPT OF YOUR CLAIM. PROOF OF PURCHASE IS REQUIRED. WE MAY REQUIRE THAT YOU PROVIDE A PICTURE OR OTHER EVIDENCE OF THE DAMAGED PHYSICAL PRODUCT OR RETURN THE DAMAGED PRODUCT IN OUR SOLE DISCRETION. IF WE REQUIRE YOU TO RETURN DAMAGED PHYSICAL PRODUCT, YOU WILL HAVE 14 DAYS TO MAIL THE DAMAGED PRODUCT TO US AFTER THE RETURN REQUEST IS APPROVED. WE WILL PAY FOR SHIPPING AND HANDLING FEES TO RETURN THE DAMAGED PRODUCT OR SEND REPLACEMENT PRODUCTS TO YOU (IF YOU ELECT TO REPLACE THE DEFECTIVE PRODUCTS). IF REPLACEMENT IS NOT POSSIBLE OR CANNOT BE EXECUTED WITHIN A REASONABLE TIME, WE WILL REFUND YOU THE PURCHASE PRICE FOR THE DEFECTIVE PHYSICAL PRODUCT. RETURNS BY MAIL CAN TAKE UP TO 4 WEEKS TO PROCESS. FOR REFUNDS, WE WILL EITHER REFUND THE CREDIT OR DEBIT CARD USED TO PURCHASE THE DEFECTIVE PRODUCTS OR PROVIDE ONLINE CREDIT TO BE USED ON CARDTOPIA.COM. WE RESERVE THE RIGHT TO REJECT WARRANTY CLAIMS THAT WE RECEIVE AFTER THE WARRANTY PERIOD.

17 Indemnification

You agree to release, defend, indemnify and hold harmless (to the fullest extent permitted by applicable law) Cartamundi and our affiliates and suppliers, including our and their successors and assigns, from any and all claims, actions, causes of action, liabilities, damages, losses, investigations, judgements, fines, penalties, settlements, interest, costs and expenses (including, without limitation, attorneys' fees and expenses related to bodily injury and emotional distress) arising out of or related to your violation of these Terms of Use, including, but not limited to, any use or misuse of the Websites or any product, service or material we provide on the Websites other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Websites.

18 Goods Not for Resale or Export

You agree to comply with all applicable laws and regulations of the various states and of the United States including all Export Regulations, as defined below. You represent and warrant that you are buying products from the Websites for your own personal or household use only, and not primarily for resale or export. Products purchased from the Websites may be controlled for export purposes by export regulations, including but not limited to, the Export Administration Act of 1979 (50 U.S.C. 2401-2410), the Export Administration Regulations promulgated thereunder (15 C.F.R. 768-799), the International Traffic in Arms Regulations (22 C.F.R. 120-128 and 130) and their successor and supplemental regulations (collectively, "Export Regulations"). To protect our intellectual property rights, unauthorized resale of our products for personal or business profit is strictly prohibited. Any orders found to have characteristics of reselling will be cancelled. We do not ship to freight forwarders, and orders to such will be cancelled.

19 Force Majeure

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, pandemic, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

20 Governing Law

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

21 Dispute Resolution and Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND CARTAMUNDI AND OUR AFFILIATES AND SUPPLIERS, INCLUDING OUR AND THEIR SUCCESSORS AND ASSIGNS, ARISING FROM OR RELATING IN ANY WAY TO THE PRODUCTS AND SERVICES PROVIDED ON THE WEBSITES, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. FOR RESIDENTS OF THE EUROPEAN UNION OR UNITED KINGDOM WHO USED THE PRODUCTS OR SERVICES IN THE EU OR UK, PLEASE ALSO REFER TO THE SECTIONS BELOW, AS APPLICABLE.

- *Initial Dispute Resolution.* We are available to address any concerns you may have regarding the Services. We can resolve most concerns quickly to our users' satisfaction. The parties shall use their best efforts through this support process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating a lawsuit or arbitration. Failure to engage in this process could result in the award of fees against you in arbitration. To adequately engage in initial dispute resolution, each party must notify the other party, in writing, of the facts of the dispute and all damages claimed (the "Dispute Notification"). The Dispute Notification must be sent, as applicable, to (a) the User's email address on file with Cartamundi, or (b) Cartamundi at 300 Gap Way, Erlanger, KY 41018, Attn: Legal Department. The party receiving the Dispute Notification has thirty (30) days from receipt of the Dispute Notification to respond. The other party then has 15 days to reply to the response.
- *Binding Arbitration.* If the parties do not reach an agreed upon solution within a period of 30 days from the time informal dispute resolution begins under the Initial Dispute Resolution provision, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. This agreement to arbitrate is a contract governed by the Federal Arbitration Act, 9 U.S.C. section 1, et seq., and evidences a transaction involving commerce. Specifically, all claims arising out of or relating to these Terms of Use (including their formation, performance, and breach), the parties' relationship with each other, and/or your use of the Services shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, including the Mass Arbitration Supplementary Rules, except as modified by this Section. (The AAA Rules are available at adr.org or by calling the AAA at +1-800-778-7879.) The United States Federal Arbitration Act will govern the interpretation and enforcement of this Section. If the dispute has a claimed value of not more than US \$250,000, then the arbitration will be heard and determined by a single neutral arbitrator who is a retired judge or a lawyer with not less than 15 years' experience as a practicing member of the bar in the substantive practice area related to the dispute. If the dispute has a claimed value of more than \$250,000, or if Cartamundi elects in its sole discretion to bear the costs of arbitration in excess of those that would occur for a proceeding before a single neutral arbitrator, then the arbitration will be heard and determined by a three-member panel. Each party will select one member and the third member (who will be chair of the panel) will be selected by the two party appointed members or by the AAA. Except as explicitly set forth in this Section, the arbitrator or panel will have exclusive authority to resolve any dispute relating to arbitrability or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator or panel will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator or panel will be final and binding on each of

the parties and may be entered as a judgment in any court of competent jurisdiction. In the event of a Mass Arbitration, the processes and procedures set forth in the AAA Mass Arbitration Supplementary Rules will supersede any conflicting provision in this paragraph. Before any Mass Arbitration is filed with AAA, you and we agree to contact AAA jointly to advise that the parties intend to use AAA's Mass Arbitration Supplementary Rules. The individual demands comprising the Mass Arbitration shall be submitted on AAA's claim form(s) and as directed by AAA. You and we agree that if either party fails or refuses to commence the Mass Arbitration before AAA, you or we may seek an order from AAA compelling compliance and directing administration of the Mass Arbitration. Pending resolution of any such requests, you and we agree that all arbitrations comprising the Mass Arbitration (and any obligation to pay arbitration fees) shall be stayed. If for any reason the provisions in this paragraph are found to be unenforceable, or if for any reason AAA declines to administer the Mass Arbitration, then the disputes comprising the Mass Arbitration shall be administered by NAMS consistent with the provisions of the Dispute Resolution and Binding Arbitration Section of Agreement.

- *Location.* If you are a resident of the United States, arbitration will take place at any reasonable location within the United States convenient for the parties. You and we agree to submit to the personal jurisdiction of any federal or state court in Kenton County, Kentucky, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.
- *Class Action Waiver.* You and we agree to an arbitration on an individual basis. In any dispute, YOU WILL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER PERSONS OR ENTITIES IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's or entity's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.
- *Exception - Litigation of Intellectual Property and Small Claims Court Claims.* The foregoing provisions of this Section will not apply to any legal action taken by Cartamundi to seek an injunction or other equitable relief in connection with any loss, cost, or damage (or any potential loss, cost, or damage) relating to its intellectual property rights, its products, or its services. You agree that such claims may be brought in the state or federal courts located in Kenton County, Kentucky, and you waive any objection to jurisdiction and venue in such courts. Either party may also elect to have disputes or claims resolved in a small claims court in your state and county of residence so long as that the claim is within the scope of that court's jurisdiction. Either party may also seek a declaratory judgment or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court in your state and county of residence. Seeking such relief shall not waive a party's right to arbitration under this Agreement.
- *30-Day Right to Opt Out.* You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following email address: legal.na@cartamundi.com. The notice must be sent within 30 days of your first use of the Websites; otherwise, you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, Cartamundi also will not be bound by them.
- *Changes to this Section.* Cartamundi will provide 30 days' notice of any changes affecting the substance of this Section. Changes will become effective on the 30th day. If you continue to use the Services after the 30th day, you agree that any unfiled claims of which Cartamundi does not have actual notice are subject to the revised clause.
- *Statute of Limitations.* ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE WEBSITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES; OTHERWISE, SUCH CLAIM IS PERMANENTLY BARRED.

22 Assignment

You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

23 Waiver and Severability

If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, all of which shall remain in full force and effect. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or a waiver of any other provision, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Any provision of these Terms of Use that by its nature survives the termination of these Terms of Use shall survive such termination.

24 No Third Party Beneficiaries

These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

25 Entire Agreement

The Terms of Use and our Privacy Policy constitute the entire agreement between you and Cartamundi regarding the Websites from their date of application or implementation.

26 Notices

- Notice Under These Terms:
 - *To You.* We may provide any notice to you under these Terms by: (i) sending a message to the e-mail address you provide or (ii) posting to the Websites. Notices sent by e-mail will be effective when we send the e-mail and notices we provide by posting will be effective upon posting. It is your responsibility to keep your e-mail address current.
 - To give us notice under these Terms, you must contact us by submitting a request at support@cardtopia.com.
- *Copyright Infringement.* All notices of copyright infringement claims should be sent to the copyright agent designated above in the section entitled “Copyright Infringement” in the manner and by the means set out therein.
- All other feedback, comments, requests for technical support, and other communications relating to the Websites should be sent to support@cardtopia.com.

Appendix 1 to the Websites Terms of Use Supplementary Terms for European Users

If you are a user located in the European Economic Area (“**EU User(s)**”) or in the United Kingdom (“**UK User(s)**”) (collectively, “**European User(s)**”), the Terms of Use shall apply to you with the exception of the following deviations and supplementary terms. If there is any inconsistency or conflict between the Terms of Use and these supplementary provisions (“**Supplementary Terms**”), the Supplementary Terms shall prevail.

The Terms of Use are entered into by and between you and The United States Playing Card Company, a company registered in Delaware in the United States whose principal place of business is 300 Gap Way, Erlanger, KY 41018, United States. You can contact us by submitting a request to support@cardtopia.com

1 Changes to the Terms of Use

The Section “*Changes to the Terms of Use*” does not apply to European Users and shall be replaced as follows:

“If you are a European User, we may reasonably revise and update these Terms of Use from time to time, in particular to address: 1) changes in the law; 2) security issues; and/or 3) changes in circumstances beyond our reasonable control. If we make changes, we will provide you with at least thirty (30) days’ advance notice of the changes. You have a right to object to the change within a timeframe of at least thirty (30) days that we set out in the change notice. If you object, the change will not become effective. If you do not object, the change will be deemed to have taken place. We will inform you about your objection right, as well the aforementioned consequence of a lack of objection, in the change notice.”

2 Copyright Infringement

Section 9(1) in “*Copyright Infringement*” shall apply to all European Users. The remaining paragraphs shall be replaced with the following:

“If you believe that any materials on the Websites infringe your copyright or other intellectual property rights, you can report content to us by emailing legal.ip@cartamundi.com, including the subject line “Infringement Notice”. Please include the following information in your “Infringement Notice”: 1) a description of the right(s) that you claim has been infringed; 2) a description of the material that you claim is infringing your right(s) and that is to be removed or access to which is to be disabled; 3) information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Websites where such material may be found, or a screenshot of the infringing material; and 4) details of your full name, address, telephone number and email address so that we may contact you about your complaint.”

3 Reliance on Information Posted

The following sentence in Section 10(1) does not apply to European Users: “*We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Websites, or by anyone who may be informed of any of its contents.*”

The following sentence in Section 10(3) does not apply to European Users: “*We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.*”

4 Liability

Section 15(1) and 15(2) of “No warranties; Limitation of Liability” pursuant to which Cartamundi limits its liability under the Terms of Use shall not apply to European Users and the following terms apply instead:

“Nothing in these Terms of Use excludes or limits our liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; and (iii) any matter in respect of which it would be unlawful for us to exclude or restrict our liability. Subject to this, if we fail to comply with these Terms of Use, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms of Use or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that you accessed the Websites. Notwithstanding this, and except as set out above, our total liability to you for any loss or damage arising out of or in connection with these Terms of Use, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to £ 100 / € 100.

Nothing in these Terms of Use affects your statutory rights, including if you are an EU User residing in France, your right to compensation for any damage suffered in the event of our breach of any of our obligations under these Terms of Use. You agree not to use the Websites, or any services or material we provide on the Websites, for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.”

5 Governing Law

Notwithstanding Section 20(1) “Governing Law”, if you are a European User, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms of Use affects your rights as a European User consumer to rely on such mandatory provisions of local law.

6 Dispute Resolution and Arbitration

Section 21 “Dispute Resolution and Binding Arbitration” does not apply to European Users and shall be replaced as follows:

“Nothing in these Terms of Use affects your rights as a European User consumer to: (i) bring proceedings against us in the courts of the place where you habitually reside or legally competent courts, and/or (ii) have proceedings brought against yourself in the courts of the place in which you habitually reside or the legally competent courts. For the avoidance of doubt, provisions relating to binding arbitration do not apply to European Users. If you are an EU User residing in France, you also have the right to request a mediator to solve a dispute under the Terms of Use. Please contact us at legal.eu@cartamundi.com for details of the mediators that we have appointed.”

7 Miscellaneous

Except for European users residing in Spain, the following paragraph of the Section 25 “Entire Agreement” does not apply to European users:

“The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Cartamundi regarding the Websites from their date of application or implementation if amended.”

Version control

V0.2 July 2025