

ESPORT-AUCTIONS

Terms of Use

1. Introduction

Escort-Auctions provides a personalized auction & subscription service that allows our members to access auctions and Videos streamed over the Internet to certain Internet-connected TVs, computers and other devices.

Esport-Auctions is also a marketplace that allows users to offer, sell and buy Esport related products and services in a variety of pricing formats and locations. The actual contract for sale is directly between the seller and buyer. Esport-Auctions is not a traditional auctioneer.

These Terms of Use govern your use of our service. As used in these Terms of Use, "Esport-Auctions service", "our service" or "the service" means the personalized service provided by Esport-Auctions for bid on auctions, create auction and watching content, including all features and functionalities, recommendations and reviews, the website, and user interfaces, as well as all content and software associated with our service. This User Agreement, the Mobile Application Terms of Use, and all policies and additional terms posted on and in our sites, applications, tools and services (collectively "Services") set out the terms on which Esport-Auctions offers you access to and use of our Services. The Mobile Application Terms of Use, all policies and additional terms posted on and in our sites, applications, tools, and services are incorporated into this User Agreement. You agree to comply with all terms of this User Agreement when accessing or using our Services.

The entity you are contracting with is: Esport-Auctions C/O 42 Source House ApS, Vinten Skovvej 42, 8700 Horsens, Denmark. In this User Agreement, these entities are individually and collectively referred to as "Esport-Auctions," "we," or "us."

Please be advised that this User Agreement contains provisions that govern how claims you and we have against each other are resolved (see "Disclaimer of Warranties; Limitation of Liability" and "Legal Disputes" provisions below). It also contains an Agreement to Arbitrate which will, with limited exception, require you to submit claims you have against us or our agents to binding and final arbitration, unless you opt out of the Agreement to Arbitrate ("Agreement to Arbitrate"). If you do not opt out: (1) you will only be permitted to pursue claims against us or our agents on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

2. About Esport-Auctions

Esport-Auctions is a marketplace that allows users to offer, sell and buy Esport related products and services in a variety of pricing formats and locations. The actual contract for sale is directly between the seller and buyer. Esport-Auctions is not a traditional auctioneer.

Any guidance we provide as part of our Services, such as pricing, shipping, listing, and sourcing is solely informational and you may decide to follow it or not. Also, while we may help facilitate the resolution of disputes through various programs, Esport-Auctions has no control over and does not guarantee: the existence, quality, safety or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

3. Using Esport-Auctions

In connection with using or accessing the Services you will not:

- post, list or upload content or items in inappropriate categories or areas on our sites;
- breach or circumvent any laws, regulations, third-party rights or our systems, policies, or determinations of your account status;
- use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our sites, services, applications or tools;
- fail to pay for items or services purchased by you, unless you have a valid reason as set out in an Esport-Auctions policy, for example, the seller has materially changed the item's description after you bid, change of session time, not ready to take part of a session, a clear typographical error is made, or you cannot contact the seller (see our Unpaid item or service policy);
- fail to deliver items or services sold by you, unless you have a valid reason as set out in an Esport-Auctions policy, for example, the buyer fails to comply with the posted terms in your listing or you cannot contact the buyer;
- manipulate the price of any item or interfere with any other user's listings;
- post false, inaccurate, misleading, deceptive, defamatory, or libelous content;
- take any action that may undermine the feedback or ratings systems (see All about our Feedback policies);
- transfer your Esport-Auctions account (including Feedback) and user ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm Esport-Auctions or the interests or property of users;
- use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose, except with the prior express permission of Esport-Auctions;
- interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;

- export or re-export any Esport-Auctions application or tool, except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to Esport-Auctions. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to Esport-Auctions or someone else;
- infringe any Intellectual Property Rights that belong to third parties affected by your use of the Services or post content that does not belong to you;
- commercialize any Esport-Auctions application or any information or software associated with such application, except with the prior express permission of Esport-Auctions;
- harvest or otherwise collect information about users without their consent; or
- circumvent any technical measures used to provide the Services.

Sellers must meet Esport-Auctions's minimum performance standards. Failure to meet these standards may result in Esport-Auctions charging you additional fees, and/or limiting, restricting, suspending, or downgrading your seller account.

If we believe you are abusing Esport-Auctions and/or our Services in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove, not display, and/or demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services.

If we believe you are violating the policy on Offers to buy or sell outside of Esport-Auctions, you may be subject to a range of actions, including limits on your buying and selling privileges, restrictions on listings and account features, suspension of your account, application of fees, and recovery of expenses for policy monitoring and enforcement. If you are a seller and you offer or reference your contact information or ask a buyer for their contact information in the context of buying or selling outside of Esport-

Auctions, you may be liable to pay a final value fee applicable to that item, even if the item does not sell.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time. Additionally, we reserve the right to refuse, modify, or terminate all or part of our Services to anyone for any reason at our discretion.

4. Membership

Your membership will continue until terminated. To use the Esport-Auctions service you must have Internet access and a ready device, and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party. Unless you cancel your membership before your billing date, you authorize us to charge the membership fee for the next billing cycle to your Payment Method (see "Cancellation" below).

We may offer a number of membership plans, including special promotional plans or memberships offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. Some membership plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your membership by visiting our website and clicking on the "Account" link available at the top of the pages of the Esport-Auctions website under your profile name.

Your membership may start with a free trial. The duration of the free trial period of your membership will be specified

during sign-up and is intended to allow new members and certain former members to try the service.

Free trial eligibility is determined by Esport-Auctions at its sole discretion and we may limit eligibility or duration to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible. Members of households with an existing or recent membership are not eligible. We may use information such as device ID, method of payment or an account email address used with an existing or recent membership to determine eligibility. For combinations with other offers, restrictions may apply.

We will charge the membership fee for the next billing cycle to your Payment Method at the end of the free trial period unless you cancel your membership prior to the end of the free trial period. To view the membership price and end date of your free trial period, visit our website and click the "eWallet" link on the "Account" page.

Billing Cycle. The membership fee for the Esport-Auctions service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your Payment Method on the specific billing date indicated on your "Account" page. The length of your billing cycle will depend on the type of subscription that you choose when you sign-up for the service. In some cases your payment date may change, for example if your Payment Method has not successfully settled or if your paid membership began on a day not contained in a given month. Visit our website and click on the "eWallet" link on the "Account" page to see your next payment date. We may authorize your Payment Method in anticipation of membership or service-related charges through various methods, including authorizing it

for up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.

Payment Methods. To use the Esport-Auctions service you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

Updating your Payment Methods. You can update your Payment Methods by going to the "Account" page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s).

Cancellation. You can cancel your membership at any time, and you will continue to have access to the Esport-Auctions service through the end of your billing period. To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partial membership periods. To cancel, go to the "Account" page and follow the instructions for cancellation.

If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, click "eWallet" on the "Account" page. If you signed up for Esport-Auctions using your account with a third party as a Payment Method and wish to cancel your membership, you may need to do so through such third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the Esport-Auctions service through that third party. You may also find billing information about your membership by visiting your account with the applicable third party.

Changes to the Price and Subscription Plans. We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply to subsequent billing cycles following notice of the change(s) to you.

The Esport-Auctions service and any content viewed or used through the service are for your personal and non-commercial use only and may not be shared with individuals beyond your household. During your membership we grant you a limited, non-exclusive, non-transferable right to access the service and view or use content. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.

All uploaded video replays are the sole ownership of Esport-Auctions and may only be used by us.

You agree to use the Esport-Auctions service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein.

You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from or through the Esport-Auctions service. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Esport-Auctions service; use any robot, spider, scraper or other automated means to access the Esport-Auctions service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Esport-Auctions service; insert any code or product or manipulate the content of the Esport-Auctions service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Esport-Auctions service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

The quality of the display of the Esport-Auctions content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. HD, Ultra HD and HDR availability is subject to your Internet service and device capabilities. Not all content is available in all formats, such as HD, Ultra HD or HDR and not all subscription plans allow you to receive content in all formats. Default playback settings on cellular networks exclude HD, Ultra HD and HDR content. The minimum connection speed for SD quality is 0.5 Mbps; however, we recommend a faster connection for improved video quality. A

download speed of at least 5.0 Mbps per stream is recommended to receive HD content (defined as a resolution of 720p or higher). A download speed of at least 25.0 Mbps per stream is recommended to receive Ultra HD (defined as a resolution of 1080p or higher) and HDR content. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. The time it takes to begin watching Esport-Auctions content will vary based on a number of factors, including your location, available bandwidth at the time, the content you have selected and the configuration of your Esport-Auctions ready device.

Esport-Auctions software is developed by, or for, 42 Source House ApS as sole owner. This software may vary by device and medium, and functionalities and features may also differ between devices. You acknowledge that the use of the service may require third party software that is subject to third party licenses. You agree that you may automatically receive updated versions of the Esport-Auctions and related third-party software.

Passwords and Account Access. The member who created the account and whose Payment Method is charged (the "Account Owner") has access and control over the account and the Esport-Auctions ready devices that are used to access our service and is responsible for any activity that occurs through the account. To maintain control over the account and to prevent anyone from accessing the account (which would include information on viewing history for the account), the Account Owner should maintain control over the Esport-Auctions ready devices that are used to access the service and not reveal the password or details of the Payment Method associated with the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your

account. We can terminate your account or place your account on hold in order to protect you, Esport-Auctions or our partners from identity theft or other fraudulent activity.

Warranties and Limitations on Liability. The Esport-Auctions service is provided "as is" and without warranty or condition. In particular, our service may not be uninterrupted or error-free. You waive all special, indirect and consequential damages against us. These terms will not limit any non-waivable warranties or consumer protection rights that you may be entitled to under the laws of your country of residence.

Class Action Waiver. WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND ESPORT-AUCTIONS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, where permitted under the applicable law, unless both you and Esport-Auctions agree otherwise, the court may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding.

Governing Law. These Terms of Use shall be governed by and construed in accordance with the laws of the Kingdom of Denmark.

Unsolicited Materials. Esport-Auctions does not accept unsolicited materials or ideas for Esport-Auctions content and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Esport-Auctions.

Customer Support. To find more information about our service and its features or if you need assistance with your account, please visit the Esport-Auctions FAQ on our website. In certain instances, Customer Service may best be able to assist you by using a remote access support tool through which we have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will assist you through other means. In the event of any conflict between these Terms of Use and information provided by Customer Support or other portions of our website, these Terms of Use will control.

Survival. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

Changes to Terms of Use and Assignment. Esport-Auctions may, from time to time, change these Terms of Use. We will notify you at least 30 days before such changes apply to you. We may assign or transfer our agreement with you including our associated rights and obligations at any time and you agree to cooperate with us in connection with such an assignment or transfer.

Electronic Communications. We will send you information relating to your account (e.g. payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.

5. Policy Enforcement

When a buyer or seller issue arises, we may consider the user's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing for both buyers and sellers.

6. Fees

The fees we charge for using our Pro player Auction Services are a issue sole between the Pro player (Seller) and Esport-Auctions. We may change our seller fees from time to time any time, but with no advance notice required for temporary promotions or any changes that result in the reduction of fees.

If you are a seller, you are liable for transaction fees arising out of all sales made using some or all Esport-Auctions Services, even if sales terms are finalized or payment is made outside of Esport-Auctions. In particular, if you offer or reference your contact information or ask a buyer for their contact information in the context of buying or selling outside of Esport-Auctions, you may be liable to pay a final value fee applicable to that item / service, even if the item / service doesn't sell, given your usage of Esport-Auctions Services for the introduction to a buyer.

You must have a payment method on file when selling through Esport-Auctions Services and pay all fees and applicable taxes associated with our Services by the payment due date. If your payment method fails or your account is past due, we may collect amounts owed by charging other payment methods on file with us, retain collection agencies and legal counsel, and, for accounts over 60 days past due, request that PayPal deduct the amount owed from your PayPal account balance. In addition, you will be subject to late fees. Esport-Auctions, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information Esport-Auctions reported to a credit bureau (i.e., Experian, Equifax or TransUnion) please contact us at Esport-Auctions C/O 42 Source House ApS, Vinten Skovvej 42, 8700 Horsens, Denmark. If you wish to dispute the information a collection agency reported to a credit bureau regarding

your Esport-Auctions account, you must contact the collection agency directly.

Seller fees don't purchase exclusive rights to item or services exposure on Esport-Auctions, whether on a web page, mobile app, or otherwise. We may display third-party advertisements (including links and references thereto) or other content in any part of our Services, in our sole discretion and without consent from, or payment, fee reduction, or other credit to, sellers.

Seller agree to upload a replay video as documentation for a session hold to Esport-Auctions server. Fail seller to do this it may hold back the payment to the seller. This uploaded replay video is the property of Esport-Auctions and may not be used by the seller without written permission by Esport-Auctions.

7. Listing Conditions

When listing an item or service for sale on Esport-Auctions Services, you agree to comply with Esport-Auctions's listing policies and Selling practices policy and that:

- You are responsible for the accuracy and content of the listing and item or services offered,
- Your listing may not be immediately searchable by keyword or category for several hours (or up to 24 hours in some circumstances). Esport-Auctions can't guarantee exact listing durations,
- Your fixed-price listings currently renew automatically every 30 days, based on the listing terms at that time, until the quantities sell out or until you cancel the listing. Effective July 1, 2019, your fixed-price listings may renew automatically every calendar month, based on the listing terms at the time, until all quantities sell or the listing is ended by you or Esport-Auctions, in its sole discretion,
- Content that violates any of Esport-Auctions's policies may be modified, obfuscated or deleted at Esport-Auctions's discretion,
- We may revise product data associated with listings to supplement, remove, or correct information,
- We strive to create a marketplace where buyers find what they are looking for in relation to Esport or other. Therefore, the appearance

or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:

- buyer's location, search query, browsing site, and history;
 - item's / service location, listing format, price and shipping cost, terms of service, end time, history, and relevance to the user query;
 - seller's history, including listing practices, Detailed Seller Ratings, Esport-Auctions policy compliance, Feedback, and defect rate; and
 - number of listings matching the buyer's query,
- To drive a positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the buyer,
 - Some advanced listing upgrades will only be visible on certain Services,
 - Esport-Auctions's Duplicate listings Policy may also affect whether your listing appears in search results
 - Metatags and URL links that are included in a listing may be removed or altered so as to not affect third-party search engine results,
 - We may provide you with optional recommendations to consider when creating your listings. Such recommendations may be based on the aggregated sales and performance history of similar sold and current listings; results will vary for individual listings. To drive the recommendations experience, you agree that we may display the sales and performance history of your individual listings to those of other sellers.

8. Purchase Conditions

When buying an item or service on Esport-Auctions Services, you agree to the Rules and policies for buyers and that:

- You are responsible for reading the full item or service listing before making a bid or commitment to buy,
- You enter into a legally binding contract to purchase an item or service when you commit to buy an item or service, your offer for an item or service is accepted, or if you have the winning bid (or your bid is otherwise accepted),

- We do not transfer legal ownership of items / service from the seller to the buyer,
- Utah Code Annotated § 70A-2-401(2) and Uniform Commercial Code § 2-401(2) apply to the transfer of ownership between the buyer and the seller, unless the buyer and the seller agree otherwise.

9. International Buying and Selling; Translation

Many of our Services are accessible to international sellers and buyers. We may offer certain programs, tools, and site experiences of particular interest to international sellers and buyers, such as estimated local currency conversion and international shipping calculation tools. Sellers and buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items. If you purchase an item or service on an Esport-Auctions site other than Esport-Auctions.com, you are subject to the User Agreement of that other Esport-Auctions site with respect to that particular purchase.

You may list your items or services directly on one or more of Esport-Auctions's international sites. Additionally, you may direct us to display your listing on Esport-Auctions sites other than the original Esport-Auctions listing site, including where you choose to list an item with an international shipping option (such as worldwide shipping or the Global Shipping Program); the appearance of your listings on these sites is not guaranteed. When you sell your items or services internationally, you agree to be subject to that other site's User Agreement, policies, and our Esport-Auctions money back guarantee. You may adjust your account settings within Esport-Auctions to indicate your preferences on international shipping by excluding international shipping and applying an exclusion list to the applicable countries.

You authorize us to use automated tools to translate your Esport-Auctions content and member-to-member communications, in whole or in part, into local languages where such translation solutions are available. We may provide you with tools which will enable you to translate content at your request. The accuracy and availability of any translation are not guaranteed.

10. Content

When you provide content using the Esport-Auctions Services (directly or indirectly), you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all Intellectual Property Rights (as defined above) you have in that content in connection with our provision, expansion, and promotion of the Services, in any media known now or developed in the future. To the fullest extent permitted under applicable law, you waive your right to enforce your Intellectual Property Rights in that content against Esport-Auctions, our assignees, our sublicensees, and their assignees in connection with our, those assignees', and those sublicensees' use of that content in connection with our provision, expansion, and promotion of the Services.

You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under this User Agreement. You represent and warrant that such content is accurate. You represent and warrant that use of any such content (including derivative works) by us, our users, or others in contract with us, and in compliance with this User Agreement, does not and will not infringe any Intellectual Property Rights of any third party. Esport-Auctions takes no responsibility and assumes no liability for any content provided by you or any third party.

We offer product data (including images, descriptions and specifications) that are provided by third parties (including Esport-Auctions users). You may use that content solely in your Esport-Auctions listings. Esport-Auctions may modify or revoke that permission at any time in our sole discretion. The product data includes copyrighted, trademarked and other proprietary materials. You agree not to remove any copyright, proprietary, or identification markings in the product data and not to create any derivative works based on that data (other than by including the data in your listings). We try to offer reliable product data, but cannot promise that the content provided through the Services will always be available, accurate, complete, and up-to-date. You agree that Esport-Auctions is not responsible for examining or warranting the listings or content provided by third parties through the Services, and that you will not attempt to hold us or our data providers liable for inaccuracies. As a seller, you agree to ensure that content directly associated with your listings is accurate.

The name "Esport-Auctions" and other Esport-Auctions marks, logos, designs, and phrases that we use in connection with our Services are trademarks, service marks, or trade dress of Esport-Auctions in the U.S. and other countries. They may not be used without the express written prior permission of Esport-Auctions.

11. Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512(c) of Title 17 of the Law

We respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act. Esport-Auctions's Verified Rights Owner (VeRO) program works to ensure that listed items and content on our site or in our apps do not infringe upon the copyright, trademark, or certain other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify our team and we will investigate.

12. Holds

To protect Esport-Auctions from risk of liability for your actions as a seller, Esport-Auctions has at times recommended, and may continue to recommend, that PayPal restrict access to funds in a seller's PayPal account based on certain factors, including, but not limited to, selling history, seller performance, returns, riskiness of the listing category, transaction value, or the filing of an Esport-Auctions Money Back Guarantee case. This may result in PayPal restricting funds in your PayPal account.

13. Authorization to Contact You; Recording Calls; Analyzing Message Content

Esport-Auctions may contact you using autodialed or prerecorded calls and text messages, at any telephone number that you have provided us, to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions

through surveys or questionnaires; or (vi) as otherwise necessary to service your account or enforce this User Agreement, our policies, applicable law, or any other agreement we may have with you. Esport-Auctions may also contact you using autodialed or prerecorded calls and text messages for marketing purposes (e.g., offers and promotions), if you consent to such communications. Our collection, use, disclosure, retention, and protection of your personal information is governed by the User Privacy Notice. Esport-Auctions may share your telephone number with its authorized service providers as stated in our User Privacy Notice. These service providers may contact you using autodialed or prerecorded calls and text messages, only as authorized by Esport-Auctions to carry out the purposes identified above.

Esport-Auctions may, without further notice or warning and in its discretion, monitor or record telephone conversations you or anyone acting on your behalf has with Esport-Auctions or its agents for quality control and training purposes, or for its own protection.

Esport-Auctions's automated systems scan and analyze the contents of every message sent through its messages platform, including messages between users, to detect and prevent fraudulent activity or violations of Esport-Auctions's User Agreement, including the incorporated terms, notices, rules, and policies. This scanning and analysis may occur before, during, or after the message is sent, or while in storage, and may result in your message being delayed or withheld. Esport-Auctions may store message contents, including to conduct this scanning and analysis.

Privacy of Others; Marketing

If Esport-Auctions provides you with information about another user, you agree you will use the information only for the purposes that it is provided to you. You may not disclose, sell, rent, or distribute a user's information to a third party for purposes unrelated to the Services. Additionally, you may not use user information for marketing purposes, via electronic or other means, unless you obtain the consent of the specific user to do so.

14. Additional Terms

Returns and Cancellations

Online auction services such as sessions can not be returned or cancelled as it is realtime digital auction services and not applied by law of international trade terms.

Sellers can create rules for items to automate replacements, returns, and refunds under certain circumstances. For all new sellers, in listings where returns are accepted, Esport-Auctions will set a default rule that automates the return process. Sellers may remove or customize their return preferences in their account settings within user account. Where settings have been set to automatically accept requests for returns or replacements, an Esport-Auctions-generated return shipping label will be provided to your buyer. You agree to comply with our return policy.

When an item is returned, to refund the buyer, you (as seller) authorize Esport-Auctions to request that PayPal remove the refund amount (in same or other currency) from your PayPal account, place the amount on your invoice, and/or charge your payment method on file.

The cost of return shipping for an item that is not as described is the seller's responsibility.

You (as seller) authorize Esport-Auctions to place the return shipping label cost on your invoice, subject to your automatic payment method on file when:

- An Esport-Auctions-generated return shipping label is used, and the seller is responsible for its cost;
- Returns have been automated;
- You fail to send your buyer a return shipping label and, instead, an Esport-Auctions-generated shipping label is used; and/or
- A transaction is cancelled, and to refund the buyer, you (as seller) authorize Esport-Auctions to request that PayPal remove the refund amount (in same or other currency) from your PayPal account.

Esport-Auctions Money Back Guarantee

Most Esport-Auctions sales go smoothly, but if there's a problem with a purchase, the Esport-Auctions Money Back Guarantee helps buyers and sellers communicate and resolve issues. You agree to comply with the policy and permit us to make a final decision on any Esport-Auctions Money Back Guarantee case.

If you (as seller), choose to reimburse a buyer, or are required to reimburse a buyer or Esport-Auctions under the Esport-Auctions Money Back Guarantee, you authorize Esport-Auctions to request that PayPal remove the reimbursement amount (in same or other currency) from your PayPal account, place the amount on your invoice, and/or charge your payment method on file. If we cannot get reimbursement from you, we may collect the outstanding sums using other collection mechanisms, including retaining collection agencies.

We may suspend the Esport-Auctions Money Back Guarantee in whole or in part without notice if we suspect abuse or interference with the proper working of the policy.

Managed Payments Experience

Certain sellers have opted their account into Esport-Auctions's new managed payments service, where Esport-Auctions manages receipt of payments on behalf of sellers (such management described herein as "managed payments" or similar references). For items or services offered for sale on Esport-Auctions Services by sellers using managed payments accounts such items may be paid for using certain payment methods that Esport-Auctions may in its sole discretion make available, and Esport-Auctions will manage settlement to sellers. The contract for sale underlying the purchase of goods / services is directly concluded between seller and the buyer in the same manner as for transactions for which Esport-Auctions does not manage payments.

Esport-Auctions may use a number of third party payments services providers to assist it in providing the managed payments experience, including companies that process payments, perform risk assessments or compliance checks, verify identity and validate payment methods.

By completing purchases from sellers who use managed payments, buyers authorize Esport-Auctions to initiate payments using the buyers' selected payment method and collect the transaction amounts on behalf of sellers. Buyers agree and understand that Esport-Auctions has been appointed as an agent of sellers who use managed payments for the limited purpose of accepting such payments on behalf of sellers. Accordingly, payments received by Esport-Auctions from buyers satisfy buyers' obligations to pay sellers in the amount of payments received.

If you are a buyer completing a purchase from a seller that is using managed payments:

- In certain instances, your transaction may be declined, frozen, or held for any reason including for suspected fraud, AML compliance, high risk or potential violation of any Esport-Auctions or policies, or a policy of one of Esport-Auctions's third party payments services providers.
- Esport-Auctions or its affiliates may automatically save payments information, such as credit card or debit card numbers, and card expiration dates, entered by you on Esport-Auctions Services when you make a purchase, redeem a coupon, or make any other transaction on Esport-Auctions Services where card information is entered. Such stored payment information may be used as your default payment method for future transactions on Esport-Auctions Services. At any time, you can update your card information or enter new card information, at which point the new card information shall be stored as your default payment method. You may make changes to your default payment method through the Personal Information section under the Account tab. You are responsible for maintaining the accuracy of information we have on file, and you consent to Esport-Auctions updating such stored information from time to time based on information provided by you, your bank or other payments services providers. You will only provide to us information about payment methods that you are authorized to use.
- You may seek returns or cancellations on Esport-Auctions Services, or file Esport-Auctions Money Back Guarantee claims on Esport-Auctions Services, in the same manner as you do for transactions for which Esport-Auctions does not manage payments. Esport-Auctions will refund you amounts paid for successful Esport-Auctions Money Back Guarantee claims and returned or cancelled transactions. Refund timing may vary in accordance with the rules of third parties, such as credit and debit card networks.
- You agree to comply with all applicable laws, regulations, rules and terms and conditions in connection with the use of managed payments. You understand that some third parties, such as credit and debit card issuers, credit and debit card networks and payments services providers, may have their own terms and conditions for the payment or settlement methods you choose to use in connection with managed payments transactions. Failure to abide by third party terms

and conditions may result in fees assessed to you (for example, currency conversion fees from your credit card issuer if the transaction currency is different from your credit card currency) or other actions taken by such third parties, and you agree that Esport-Auctions has no control over, or responsibility or liability for, such fees or actions.

15. Disclaimer of Warranties; Limitation of Liability

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Bid update and other notification functionality in Esport-Auctions's applications may not occur in real time. Such functionality is subject to delays beyond Esport-Auctions's control.

You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, we (including our parent, subsidiaries, and affiliates, and our and their officers, directors, agents and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages) resulting directly or indirectly from:

- the content you provide (directly or indirectly) using the Services;
- your use of or your inability to use our Services;
- pricing, shipping, format, or other guidance provided by Esport-Auctions;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing or linking to our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any Esport-Auctions Service;

- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;
- a suspension or other action taken with respect to your account or breach of the Abusing Esport-Auctions Section above;
- the duration or manner in which your listings appear in search results as set out in the Listing Conditions Section above; or
- your need to modify practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) any amounts due under the Esport-Auctions Money Back Guarantee up to the price the item sold for on Esport-Auctions (including any applicable sales tax) and its original shipping costs, (b) the amount of fees in dispute not to exceed the total fees, which you paid to us in the 12 months prior to the action giving rise to the liability, or (c) \$100.

16. Release

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

17. Indemnity

You will indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made

by any third party due to or arising out of your breach of this User Agreement, your improper use of Esport-Auctions's Services or your breach of any law or the rights of a third party.

18. Legal Disputes

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND ESPORT-AUCTIONS HAVE AGAINST EACH OTHER ARE RESOLVED.

You and Esport-Auctions agree that any claim or dispute at law or equity that has arisen, or may arise, between you and Esport-Auctions (including any claim or dispute between you and a third-party agent of Esport-Auctions) that relates in any way to or arises out of this or previous versions of this User Agreement, your use of or access to the Services, the actions of Esport-Auctions or its agents, or any products or services sold or purchased through the Services, will be resolved in accordance with the provisions set forth in this Legal Disputes Section.

A. Applicable Law

You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the Kingdom of Denmark, without regard to principles of conflict of laws, will govern this User Agreement and any claim or dispute that has arisen or may arise between you and Esport-Auctions, except as otherwise stated in this User Agreement.

B. Agreement to Arbitrate

You and Esport-Auctions each agree that any and all disputes or claims that have arisen, or may arise, between you and Esport-Auctions (including any disputes or claims between you and a third-party agent of Esport-Auctions) that relate in any way to or arise out of this or previous versions of the User Agreement, your use of or access to the Services, the actions of Esport-Auctions or its agents, or any products or services sold, offered, or purchased through the Services shall

be resolved exclusively through final and binding arbitration, rather than in court. Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

- 1 Prohibition of Class and Representative Actions and Non-Individualized Relief** YOU AND ESPORT-AUCTIONS AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND ESPORT-AUCTIONS AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court, subject to your and Esport-Auctions's right to appeal the court's decision. All other claims will be arbitrated.
- 2 Arbitration Procedures** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the terms of the User Agreement as a court would. All

issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the Danish Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The use of the word "arbitrator" in this provision shall not be construed to prohibit more than one arbitrator from presiding over an arbitration; rather, the AAA's rules will govern the number of arbitrators that may preside over an arbitration conducted under this Agreement to Arbitrate.

A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute ("Notice"). The Notice to Esport-Auctions C/O 42 Source House ApS, Vinten Skovvej 42, 8700 Horsens, Denmark. Esport-Auctions will send any Notice to you to the physical address we have on file associated with your Esport-Auctions account; it is your responsibility to keep your physical address up to date. All information called for in the Notice must be provided, including a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and Esport-Auctions are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or Esport-Auctions may initiate arbitration proceedings. In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to Esport-Auctions at the following address: Esport-Auctions C/O 42 Source House ApS, Vinten Skovvej 42, 8700 Horsens, Denmark. In the event Esport-Auctions initiates an arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your Esport-Auctions account. Any settlement offer made by you or Esport-Auctions shall not be disclosed to the arbitrator.

The arbitration hearing shall be held in Denmark only. If the value of the relief sought is \$10,000 or less, you or Esport-Auctions may elect to have the arbitration conducted by telephone or based solely on

written submissions, which election shall be binding on you and Esport-Auctions subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or Esport-Auctions may attend by telephone, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same Esport-Auctions user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- 3 Costs of Arbitration** Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$1,000 or less, at your request, Esport-Auctions will pay all filing, administration, and arbitrator fees associated with the arbitration.

Any request for payment of fees by Esport-Auctions should be submitted by mail to the AAA along with your Demand for Arbitration and Esport-Auctions will make arrangements to pay all necessary fees directly to the AAA. If (a) you willfully fail to comply with the Notice of Dispute requirement discussed above, or (b) in the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Esport-Auctions for all fees associated with the arbitration paid by Esport-Auctions on your behalf that you otherwise would be obligated to pay under the AAA's rules.

- 4 Severability** With the exception of any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

- 5 Opt-Out Procedure IF YOU ARE A NEW USER OF OUR SERVICES, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING US A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER**

THAN 30 DAYS AFTER THE DATE YOU ACCEPT THE USER AGREEMENT FOR THE FIRST TIME. YOU MUST MAIL THE OPT-OUT NOTICE TO Esport-Auctions C/O 42 Source House ApS, Vinten Skovvej 42, 8700 Horsens, Denmark.

. You must complete and mail that to us in order to opt out of the Agreement to Arbitrate. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street address, city, state and zip code), and the user ID(s) and email address(es) associated with the Esport-Auctions Service account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of this User Agreement and its Legal Disputes Section will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

- 6 Future Amendments to the Agreement to Arbitrate** Notwithstanding any provision in the User Agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or site link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Esport-Auctions prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and Esport-Auctions. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on [www. Esport-Auctions com](http://www.Esport-Auctions.com) at least 30 days before the effective date of the amendments and by providing notice through the Esport-Auctions Message Center and/or by email. If you do not agree to these amended terms, you may close your account within the 30-day period and you will not be bound by the amended terms.

C. Judicial Forum for Legal Disputes

Unless you and we agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dis-

pute, either as a result of your decision to opt out of the Agreement to Arbitrate or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and Esport-Auctions must be resolved exclusively by a federal court located in Kingdom of Denmark. You and Esport-Auctions agree to submit to the personal jurisdiction of the courts located within Horsens for the purpose of litigating all such claims or disputes.

19. General

Except as otherwise provided in this User Agreement, if any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In our sole discretion, we may assign this User Agreement, and in such event, we will post notice on www.Export-Auctions.com.

Headings are for reference purposes only and do not limit the scope or extent of such Section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

We may amend this User Agreement at any time by posting the amended terms on www.Export-Auctions.com. Our right to amend the User Agreement includes the right to modify, add to, or remove terms in the User Agreement. We will provide you 30 days' notice by posting the amended terms. Additionally, we will notify you through the Esport-Auctions Message Center and/or by email. Your continued access or use of our Services constitutes your acceptance of the amended terms. We may also ask you to acknowledge your acceptance of the User Agreement through an electronic click-through. This User Agreement may not otherwise be amended except through mutual agreement by you and an Esport-Auctions representative who intends to amend this User Agreement and is duly authorized to agree to such an amendment.

The policies and terms posted on our Services may be changed from time to time. Changes take effect when we post them on the Esport-Auctions Service.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this User Agreement. Such account is owned and controlled by

the business entity. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

The User Agreement and all terms and policies posted through our Services set forth the entire understanding and agreement between you and Esport-Auctions, and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Fees, Content, Disclaimer of Warranties; Limitation of Liability; Release, Indemnity, Legal Disputes, and General.

Complaints shall be decided by an independent arbitrator in accordance with this User Agreement. Buyers and sellers further agree to submit to the jurisdiction of the Kingdom of Denmark for complaints involving a ticketed event held in Horsens, Denmark.

Last Updated: May 30, 2019