

Volt Mystery Packs USER AGREEMENT

By accessing or using the feature currently titled, “Volt Mystery Packs”, including any future titles or iterations hereafter (collectively, the “**Services**”) as further described below, you understand and agree that you have read and accepted this Volt Mystery Packs User Agreement (“**Agreement**”) and assume any and all associated risks with your use and participation hereof. This Agreement is supplemental to our Volt Market Terms of Use (“**Volt Market Terms**”). If there are any conflicts or inconsistencies between this Agreement and the Volt Market Terms, the terms of this Agreement shall prevail. All other terms and provisions of the Volt Market Terms not modified by this Agreement shall remain in full force and effect.

1. General. The Services may allow for Users to purchase a pack which includes a Digital Collectible (each a “**Pack**”, and collectively the “**Packs**”) from a respective Pack dispenser machine (each a “**Machine**” and collectively, the “**Machines**”) that may be available on or via the Services.
2. Eligibility and Availability. By attempting to or purchasing a Pack, you agree to comply with any terms, including any requirements for eligibility, which shall be determined by Sky Mavis at our sole discretion. Sky Mavis makes no guarantees that you will be (or remain) eligible to use or access Volt Mystery Packs or to purchase any Pack, or that you will be able to successfully purchase, claim, redeem, or receive any Digital Collectibles (or the Collectible itself) that are in or tied to such Pack. Sky Mavis reserves the right to put any limitations on your access to Volt Mystery Packs at our sole discretion. Furthermore, Sky Mavis may restrict or block any jurisdictions from access to or use of Volt Mystery Packs at its sole discretion.
3. Claiming Digital Collectibles. Generally, if you successfully purchase a Pack, you will be able to claim the Digital Collectible(s) inside the Pack, which may include NFTs, “phygitals,” and other digital items, including any of the aforementioned that may be a digital visualization of an actual physical collectible. Such Digital Collectibles may be claimed in your inventory under your Profile, and shall then be transferred to your respective wallet address linked to your User Account. THERE IS NO GUARANTEE THAT YOU WILL RECEIVE ANY PARTICULAR DIGITAL COLLECTIBLE OR COLLECTIBLE VIA THE SERVICES OR THAT YOU MAY RECEIVE ANY DIGITAL COLLECTIBLES OR COLLECTIBLES AT ALL. PLEASE NOTE THAT EVEN IF YOU ARE ELIGIBLE AND SUCCESSFULLY PURCHASE A PACK TO REVEAL A PARTICULAR DIGITAL COLLECTIBLE, THERE MAY BE LIMITATIONS TO YOUR ABILITY TO CLAIM SUCH DIGITAL COLLECTIBLE OR COLLECTIBLE, AND YOU MAY NOT BE ABLE TO RECEIVE THE DIGITAL COLLECTIBLE OR COLLECTIBLE. FURTHERMORE, THERE MAY BE INSTANCES, TO BE DETERMINED AT SKY MAVIS’ SOLE DISCRETION, WHERE SKY MAVIS DECIDES NOT TO ALLOW YOU TO CLAIM THE DIGITAL COLLECTIBLE, AFTER YOUR PURCHASE OF THE PACK. YOU UNDERSTAND AND ACCEPT THAT THERE MAY BE A CHANCE WHERE YOU WILL NOT BE ABLE TO CLAIM ANY DIGITAL COLLECTIBLES, OR THE DIGITAL COLLECTIBLE’S FUNCTION AND CAPABILITY MAY BE DIFFERENT THAN YOUR EXPECTATIONS. SKY MAVIS MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT ANY PACKS OR DIGITAL COLLECTIBLES THAT MAY BE AVAILABLE OR OTHERWISE APPEAR ON OR THROUGH THE SERVICES, INCLUDING ANY UNDERLYING COLLECTIBLES OR YOUR

ABILITY TO REDEEM, CLAIM, OR RECEIVE THE AFOREMENTIONED. You understand and agree that you obtain right, title and ownership (as well as custody) of such respective Digital Collectible only if and when it is successfully distributed to you at your respective digital wallet address.

4. **Buybacks**. As applicable, Users may access a limited buyback feature of certain Digital Collectibles. SKY MAVIS MAKES NO GUARANTEES REGARDING THE AVAILABILITY OF ANY BUYBACK OPTION, OR THAT YOUR ATTEMPT TO UTILIZE THE BUYBACK FEATURE WILL SUCCEED. BUYBACK PRICING IS ALGORITHMICALLY DETERMINED BASED ON THE FAIR MARKET VALUE FOR SIMILAR ITEMS PROVIDED BY THE SELLER AND MAY NOT BE ACCURATE OR UP-TO-DATE. FURTHERMORE, YOUR USE OF THE BUYBACK FEATURE MAY NOT BE LEGALLY PERMITTED IN YOUR JURISDICTION. You should always do your own independent research and consider independently selling any Digital Collectibles on a marketplace before attempting to use the buyback feature.
5. **Redemption of Digital Collectibles**. If a Digital Collectible may be redeemed as a physical item (the Collectible), you may attempt to redeem the physical object with the respective third-party seller. This additional service is separate from our Services, and you understand and agree to any and all terms and conditions that the third party may have. You must read, understand, and accept all such terms and conditions in order to purchase and redeem such items. If there are any conflicts or inconsistencies between this Agreement and the respective item's terms and conditions, the particular item's terms and conditions shall prevail. Without limiting any of the foregoing, you may be subject to time or jurisdiction restrictions for redemption of your Digital Collectible. **Sky Mavis has no liability and makes no guarantees regarding the process of redemption, including but not limited to whether the redeeming buyer successfully receives such Collectible. We do not facilitate any shipments between any Seller or the Buyer of the Digital Collectible or Collectible, nor are we an e-commerce business or other similar service provider in any form or manner. The original Seller understands and agrees to assume all liability and responsibility for the redemption process from the Collectible's item inventory custody through shipment and receipt of the Collectible by the redeeming Buyer.** Sky Mavis makes no guarantees whatsoever regarding your ability to redeem the Collectible itself, and you understand and agree that Sky Mavis has no liability for any Losses you may incur relating to or arising from your Digital Collectible's physical redemption, including whether you are able to successfully redeem and receive such Collectible. Sky Mavis has no responsibilities or obligations concerning the redemption of physical items, including any and all Collectibles, and we are released from any claims related to the failure of any third parties to perform their obligations. For clarity, Sky Mavis does not in any way facilitate shipments between any Buyers or Sellers via the Volt Market. We are not an e-commerce business or similar service provider or any other similar market provider.
6. **Access to Data**. You understand and agree to allow Sky Mavis to have access to and use any and all data related to or arising from your use and access of Volt Mystery Packs to the fullest extent permitted by Applicable Laws. If you do not agree to this, you may not be able to use the Services.

7. Prevailing Terms. Each Machine may have its individual rules and requirements for a User to be able to qualify for access or use. You must read, understand and accept all of a respective Machine's rules and requirements in order to be able to access or otherwise use such Machine. If there are any conflicts or inconsistencies between this Agreement and the respective Machine's rules or requirements, the terms of this Agreement shall prevail.
8. User Obligations. You understand and agree to the following:
 - a. You will ensure that your use of the Services does not violate any applicable laws or regulations or the Volt Market Terms. You are solely responsible for your use of or access to the Services.
 - b. Any and all Digital Assets, including any Digital Collectibles that you use with or otherwise access via the Services, are your own property and assets, and you have the full right, title and authority to use or access such Digital Assets with the Services.
 - c. You have conducted comprehensive and independent research regarding the Services and any Digital Collectibles, phygitals, creators, and third-party service providers that may be available through the Services prior to your use of or access to the Services, including but not limited to, the redemption process for Digital Collectibles and all customs laws for your respective and applicable jurisdictions.
 - d. You understand and accept all additional terms and conditions related to such Packs and Digital Collectibles, including any rights regarding use and ownership of the images and media associated with the Services, the Packs, and such Digital Collectibles.
 - e. You will be required to create, import, or bind a digital wallet address to use the Services. You are solely responsible for your use of such digital wallet address, and you understand and shall bear any and all Losses resulting or arising from such use with the Services, including but not limited to the indication of the wrong wallet address or Blockchain, incorrect or inadvertent transactions with the wrong wallet address or Blockchain, and failed transactions from nonadherence to transaction prompts and other operational requests in a timely manner.
 - f. You will not create and/or use any bots or any other types of automated or unautomated programs, interfaces, or means that may provide you with an unfair advantage or otherwise manipulate your use of or access to the Services.
 - g. You must claim any and all Digital Collectibles from the Packs you purchase using the required method within the allotted timeframe as indicated via the Services from the respective third-party seller. If you do not claim your Digital Collectible within the allotted timeframe, you understand and accept that such related smart contract(s) may automatically execute and transfer the Digital Collectibles to your respective wallet address(es). This means that you may receive one or more Digital Collectibles (depending on the number of Packs you purchased) to your designated wallet address that you may not have wanted or otherwise claimed. Sky Mavis shall not be responsible for any errors that may occur as a

result of your incorrect input of your wallet address for access to or use of the Services, whether inadvertent or not, or the failure of your submitted information to be processed by the related smart contract(s).

9. Disclaimers. There may be limits to the number of Digital Collectibles that you may receive via the Services; you may not be able to open any Packs or claim or redeem any Digital Collectibles; and even if eligible to use the Services, you may be found ineligible to receive a Digital Collectible or open a Pack.
 - a. Sky Mavis makes no guarantees regarding any Packs or Digital Collectibles (including but not limited to those that can be redeemed for Collectibles) that may be created, purchased, sold, claimed, redeemed, or otherwise available through the Services, including their authenticity, legality, capability, value (whether actual, indicated, or potential), and any other details, characteristics, and information about the aforementioned and/or their creators.
 - b. Sky Mavis does not hold or have custody of any Digital Collectibles you own related to or arising from the Services (unless we explicitly indicate otherwise), nor do we have any liability or capability to provide, store, keep or recover any Digital Collectibles arising from the Services. You are solely responsible for ensuring the security of your Digital Collectibles.
 - c. Sky Mavis makes no guarantees whatsoever that you would receive a Digital Collectible or Collectible even if you are eligible to use or access the Services.
 - d. You understand that the Services may involve experimental and novel technology, which can be unstable and often unreliable. We cannot guarantee that the Services will be fully functional, and we are not responsible for any Losses you may incur, nor are we under any obligation to compensate or indemnify any Losses, including but not limited to any lost Digital Collectibles or Digital Assets, to you.
 - e. We are not responsible if the final outcome of the Services differs from your expectations.
10. Suspension or Termination of the Services. Sky Mavis reserves the right to suspend or terminate the Services at any time for any reason without notification to you.
11. Changes or Updates to this Agreement. Sky Mavis reserves the right to change or update this Agreement at any time for any reason without notification to you.

I have read this Agreement in its entirety and agree with all of its terms, including the acceptance of all associated risks (whether stated herein or otherwise).