



# User Agreement

**XP**

Last Updated December, 2024

## Terms

XP and Captain XYZ, Inc. (referred to as "the Company," "XP," or "the Site") provides an online platform and related services for buying and selling tickets to sports, concerts, and other live events. Before proceeding, please carefully read and understand this Terms of Use agreement, as it governs your use of xp.xyz and the mobile application "XP" (collectively referred to as the "Digital Properties of XP"). These terms apply to all users who visit the Digital Properties and use the services and resources available or enabled via the Digital Properties (each a "service" and collectively, the "Services").

By clicking on the "I Accept" or "Sign Up" button, completing the registration process, making a purchase, and/or browsing the website or downloading XP's mobile application (the "Application"), YOU ARE ENTERING INTO A BINDING CONTRACT. By proceeding, you represent that: (1) you have read, understand, and agree to be bound by these Terms of Use; (2) you are of legal age to form a binding contract with XP; and (3) you have the authority to enter into the Terms of Use personally or on behalf of the company you have named as the user, and to bind that company to these Terms of Use. The term "you" refers to the individual or company, as applicable, identified as the user when you registered with a Digital Property.

If you do not agree to be bound by these Terms of Use, you may not access or use any Digital Property or the Services provided.

Please take the time to review the full Terms of Use, as they outline the rights, responsibilities, and obligations of both users and XP. Your continued use of the Digital Properties or the Services constitutes your ongoing acceptance of these Terms of Use.

If you have any questions or concerns regarding these terms, please contact us at [support@xp.xyz](mailto:support@xp.xyz).

## Terms of the User Agreement

This User Agreement ("Agreement") sets forth the terms and conditions governing the relationship between you and XP regarding the buying and selling of tickets and all other services provided by XP (the "Services").

XP reserves the right to change or modify this Agreement at any time. In such instances, XP will post a revised version of this Agreement on the Site, and the updated terms will automatically replace the previous ones. Your continued use of the Site and the Services after XP posts a revised Agreement will indicate your acceptance of the updated terms. If you do not agree to the

terms of this Agreement or any revised version, please refrain from using the Services and this Site.

FOR ALL USERS RESIDING IN THE UNITED STATES, PLEASE BE ADVISED: SECTION 23 OF THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. UNLESS YOU OPT OUT, THIS WILL REQUIRE YOU TO SUBMIT ANY CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, WITH LIMITED EXCEPTIONS. IF YOU DO NOT OPT OUT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST XP ON AN INDIVIDUAL BASIS, AND 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.

Please carefully review Section 23 to understand your rights and obligations concerning arbitration and dispute resolution.

## **1. XP Marketplace**

XP operates as a marketplace, facilitating connections between buyers and sellers of tickets. Our role is solely that of a platform to facilitate these connections, and as such, XP does not guarantee or warrant the following: (a) The existence, quality, safety, or legality of the tickets listed on the platform, (b) The truth or accuracy of sellers' listings or content, (c) The ability of sellers to sell tickets or the ability of buyers to make payments for them, (d) Completion of any transaction between sellers and buyers.

XP acts as an agent on behalf of sellers listing tickets on XP's marketplace. Consequently, XP holds no primary or secondary liability for amounts collected or paid through its marketplace. Unless expressly stated by XP, the display of any tickets or sellers on our website does not imply, suggest, or constitute an endorsement by us of those tickets or sellers, nor does it imply any sponsorship of XP by such sellers or any other affiliation between such sellers and XP. In cases where you access the XP Properties through a Social Networking Service (SNS) as part of the functionality of the Digital Properties, the Application, and/or the Services, you may link your XP account with Third-Party Accounts by granting XP access to your Third-Party Account, as permitted under the applicable terms and conditions governing your use of each Third-Party Account.

To access XP Properties, including any mobile components of the Services, you must provide all necessary equipment and software, such as a suitable mobile device for connecting with and using XP Properties. You are solely responsible for any fees, including Internet connection or mobile fees, incurred when accessing XP Properties.

Please note that XP's role is strictly limited to operating the marketplace, and we do not assume responsibility for the accuracy, quality, or completion of any transactions between users. All users are advised to exercise due diligence and caution when conducting transactions on the XP platform.

## **2. Registering**

To participate in buying or selling tickets on XP, users are required to complete the registration process and become a "Registered User." During registration, you must provide accurate and

up-to-date information, including: Your legal name and current address, your phone number, and an active email address.

By registering as a user on this Site, you are expressly agreeing to accept the terms and conditions of this Agreement.

Please be aware that usage of these services is restricted to individuals who are legally eligible to enter into a binding contract.

### **3. User Conduct**

#### **3.1 Unauthorized Use or Access**

By using XP Properties, you agree to adhere to the following guidelines and not engage in any unauthorized or prohibited activities:

- (a) Interference:** You shall not interfere or attempt to interfere with the proper functioning of XP Properties or access them in any manner not expressly permitted by the Terms.
- (b) Data Retrieval:** You shall not systematically retrieve data or content from XP Properties to create collections, databases, directories, or compilations without XP's explicit consent, whether through manual methods, bots, crawlers, spiders, or any other means.
- (c) Unauthorized Use:** Using XP Properties or any element within them, including XP's name, trademarks, logos, or proprietary information, for purposes other than those permitted by XP, is strictly prohibited without XP's express written consent.
- (d) Unauthorized Software:** You shall not use any unauthorized software that accesses, intercepts, or collects information from XP Properties, including software that reads areas of RAM or streams of network traffic used by XP Properties.
- (e) Observing Protocols:** Intercepting, examining, or otherwise observing any proprietary communications protocol used by XP Properties is strictly prohibited.
- (f) Automated Use:** Making any automated use of XP Properties or taking actions that impose an unreasonable or disproportionately large load on XP's infrastructure is not permitted.
- (g) Bypassing Restrictions:** You shall not bypass any robot exclusion headers or other measures implemented by XP to restrict access to XP Properties or use any software or technology to send content or messages, scrape, spider, crawl, or harvest data.
- (h) Unauthorized Connections:** Creating or maintaining any unauthorized connections to XP Properties, including connections to unauthorized servers that emulate or attempt to emulate any part of XP Properties, is strictly prohibited.
- (i) Source Code Derivation:** Attempting to reverse engineer, decompile, disassemble, decipher, or derive the source code for any underlying software or intellectual property used to provide XP Properties is not allowed.
- (j) Malicious Content:** You shall not upload, post, transmit, or make available any material containing software viruses or any other computer code intended to interrupt, destroy, or limit the functionality of computer software, hardware, or telecommunications equipment.
- (k) Personal Information Solicitation:** You shall not solicit or attempt to solicit personal information from other users of XP Properties.
- (l) Collection of Information:** Using XP Properties to collect, harvest, transmit, distribute, post, or submit information concerning any other person or entity without their permission, including photographs or personal contact information, is strictly prohibited.
- (m) False Source Identification:** You shall not forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting or use XP Properties to send altered, deceptive, or false source-identifying information.
- (n) Information Collection Mechanisms:** Uploading or transmitting materials that act as information collection or transmission mechanisms, such as clear GIFs, 1x1 pixels, web bugs,

cookies, or similar devices (sometimes referred to as "spyware" or "passive collection mechanisms"), is not allowed.

Any violation of these guidelines may result in the termination of your access to XP Properties, and appropriate legal action may be taken in case of unlawful activities. Please be aware that failure to comply with these rules may lead to civil or criminal liabilities.

### **3.2 General**

In connection with your use of XP Properties, you shall not engage in the following activities:

- (a) Harm to Minors:** You shall not harm minors in any way.
- (b) Impersonation:** You shall not impersonate any person or entity, including XP personnel, or falsely state or misrepresent your affiliation with any person or entity.
- (c) Violation of Laws:** You shall not intentionally or unintentionally violate any applicable local, state, national, or international law or regulation, or any court order.
- (d) Multiple Accounts:** You shall not register for more than one account, nor register for an account on behalf of an individual other than yourself.
- (e) Harassment:** You shall not stalk or harass any other user or employee of XP Properties.
- (f) Encouragement of Prohibited Activities:** You shall not advocate, encourage, or assist any third party in engaging in any of the activities prohibited in this section.

Any violation of these guidelines may lead to the termination of your access to XP Properties, and appropriate legal action may be taken in case of unlawful activities.

Compliance with these rules is essential to ensure a safe and respectful environment for all users of XP Properties. Please be aware that failure to adhere to these guidelines may result in civil or criminal liabilities.

## **4. Blocking of Accounts, Delay or Refusal of Payment Transactions**

XP reserves the right to take the following actions, as deemed necessary, regarding your XP account and payment transactions:

- (a) Suspension of XP Account:** XP may temporarily or permanently suspend your XP account if required by law, court order, or any regulatory or governmental authority, body, or agency with jurisdiction over XP.
- (b) Delay or Refusal of Payment Transactions:** XP may delay or refuse payment transactions to and from your XP account if it is necessary to fulfill our legal obligations in relation to combating money laundering and the financing of terrorism.
- (c) Security Concerns:** If XP suspects unauthorized or fraudulent access to or use of your XP account or if any of its security features have been compromised, we reserve the right to restrict its functionality.
- (d) Prohibited or Illegal Activity:** If XP has reasonable grounds to believe that you are engaging in a prohibited or illegal activity, your XP account may be subject to suspension or restriction.
- (e) Identity Verification:** If XP is unable to verify your identity, your business' identity, or any other information pertaining to you, your XP account, or a payment transaction, we may take appropriate measures to ensure compliance with regulatory requirements.

Whenever possible, XP will notify you via email of any suspension or restriction and the reasons behind it, unless prevented from doing so for security reasons or by law. XP will endeavor to

reinstate your XP account or execute the payment transaction as soon as practicable after the reasons listed in this section are no longer applicable.

## **5. App Stores**

You acknowledge and agree that the availability of the Application and the Services is dependent on the third party from whom you received the Application license, such as the Apple App Store or Google Play ("App Store"). It is important to note that the Terms of Use are solely between you and XP and not with the App Store. XP, not the App Store, is responsible for XP Properties, which includes the Application, its content, maintenance, support services, and warranty. XP is also responsible for addressing any claims related to XP Properties, such as product liability, legal compliance, or intellectual property infringement.

To use the Application, you must have access to a wireless network, and you agree to bear all associated fees for such access. Additionally, any fees (if applicable) charged by the App Store in connection with XP Properties, including the Application, are your responsibility.

Furthermore, when using XP Properties, including the Application, you agree to comply with all applicable third-party terms of agreement, such as the App Store's terms and policies. You acknowledge that the App Store and its subsidiaries are third-party beneficiaries of the Terms and have the right to enforce them.

Please be aware that the App Store is a separate entity from XP, and any issues, concerns, or disputes related to the Application should be directed to XP rather than the App Store.

## **6. Buyers: Ticket Prices**

Registered Users who wish to purchase tickets ("Buyers") may search for events and view ticket listings on XP. The Seat Views provided by XP for a given section reflect the general view from that location and are not specific to any particular ticket listing within that section. It is important to note that XP is not responsible for the quality of the specific seat.

The price printed on the ticket may not necessarily be the same as the purchase price or the cost of the transaction. Ticket prices are determined by the owners of the ticket(s) ("Sellers"). XP does not own ticket inventory or set ticket prices. As a result, the ticket prices listed on the platform may vary significantly, either higher or lower, than the original face value of the ticket.

All sales made through XP are considered final, even though ticket prices for live events may continue to fluctuate on the open market. Please be aware that prices of similar seats may change over time. If the prices of similar tickets increase before the event, you will not be charged more than the authorized amount. Conversely, if the price of similar tickets decreases before the event, no credits, refunds, or upgrades will be provided. Rest assured that XP will never charge more than what you have authorized during the purchase process. All prices are listed in U.S. dollars or USD Coin ("USDC")..

## **Buyers: Finding Tickets and Placing Orders**

Buyers can browse XP's listings for tickets and place orders or bids to purchase tickets. Once an order is placed, Sellers have 48 hours to receive notification and confirm delivery. Please note that all orders are final and cannot be canceled or retracted. A sale is completed only when

the Seller accepts a bid and confirms the transaction. Once a bid is accepted and the sale is confirmed, it cannot be canceled or refunded.

Please be aware that XP's XP Guarantee to the Buyer becomes effective only after the Seller confirms delivery.

In certain cases, the Seller may no longer own the tickets or may be unable to confirm the sale. If this occurs, XP will work to find similar seats for the same price or less. However, XP cannot guarantee the availability of such tickets. If no alternative tickets are found the sale will be canceled.

Please be aware that event details, such as dates, times, venues, and subject matter, listed on the ticket may change. It is your responsibility to verify the most recent event details by contacting the box office or referring to local listings for any changes.

XP does not guarantee the information provided by Sellers in the Seller Notes area of ticket listings. It is your responsibility to verify any inconsistencies or discrepancies in ticket location, description, and/or price. If you discover any such discrepancies, please contact XP as soon as possible. Using a ticket without reporting a discrepancy to XP constitutes acceptance of the ticket as is, regardless of any inconsistency with the Seller's listing and the actual ticket. Once the Seller confirms the sale, you are guaranteed to receive the tickets in time for the event. While XP cannot guarantee the method of delivery for a given sale, we ensure that the tickets will be delivered before the event.

If there are any issues or discrepancies with the tickets you receive, XP will do its best to find comparable replacement tickets. If replacements cannot be found or are not available at a comparable price, XP reserves the right to cancel the order and credit or refund the full purchase amount.

Please be aware that when attending an event, you may be required to sign a waiver or other legal document to gain access to the venue. Failure to sign such a waiver may result in denial of entry.

Please note that if you are not permitted entry to an event for reasons other than the invalidity of the tickets received, XP is not responsible, and you will not qualify for a refund or any other form of compensation.

## **7. Ticket Upgrades**

Ticket listings on the Site are representations of actual seat locations. While we strive to provide the exact seats as listed, tickets may be substituted with comparable or better seat locations. As a result, the actual seat and row numbers may vary from those initially purchased on the Site.

At XP, we always endeavor to upgrade Buyer's tickets when possible. However, please note that the determination of what constitutes a "comparable" or "better" ticket for substitution or upgrade purposes is at the discretion of XP.

## **8. Listing Tickets for Sale**

Registered Users who wish to sell tickets may list them on XP. During the listing process, Sellers must assign a price to the tickets and provide accurate event information, including the event description, date, section, row, and seat details. Sellers are responsible for ensuring that their listings remain accurate and up-to-date. Furthermore, Sellers must disclose if the tickets are marked as having an obstructed view, partial view, mobility view, or any other relevant information that may be important to potential buyers.

Sellers are strictly prohibited from listing the following for sale:

- (a) Tickets they do not own.
- (b) Tickets obtained in violation of the Better Online Ticket Sales Act of 2016, such as those acquired through circumvention of security measures or access control systems.
- (c) Speculative tickets.
- (d) Stolen tickets.
- (e) Nontransferable "paperless tickets," "flash seats," and "will call only" tickets (transferable "paperless tickets," "flash seats," and "will call only" tickets may be sold).
- (f) Tickets without event access unless clearly stated in the listing (e.g., "PARKING ONLY").

When listing a ticket for sale on the Site, a Seller may choose to sell it at a fixed price. In this case, the Seller sets a definite price at which the ticket(s) will be immediately sold when a Buyer places an order.

For Sellers who meet state or federal thresholds for documenting sales, XP will issue tax forms at the end of the year. If necessary, Sellers agree to provide their Social Security Number or other tax identification number to XP, enabling the platform to provide information to relevant tax authorities without prior notice. Sellers further authorize XP to release this information to the relevant tax authorities.

XP will include sales tax on appropriate purchases where required to collect and remit such taxes in accordance with state law. Sales tax will be identified separately on consumer purchases.

## **9. Completing Your Sale**

When your tickets sell on XP, you are obligated to deliver the exact tickets listed in your sale. However, the sale is not considered complete until the buyer receives the tickets from you. Completing a sale entails following all necessary steps to send the sold tickets on time and as promised in your listing. XP takes measures to verify the authenticity of the order and reserves the right to cancel any order identified as fraudulent.

Upon the sale of your tickets, we will send you an email notification prompting you to complete the sale. The deadline for completing the sale depends on whether you indicated that your tickets are already in hand or not. If your tickets are not in hand at the time of listing, the deadline will be based on the In-Hand Date you provided.

During this process, XP also verifies the authenticity of the order and the buyer. We have the right to cancel any order that we identify as fraudulent. In such cases, sellers are free to relist their tickets for sale again.

## **10. Seller Obligations, Penalties, & Restrictions**

By listing a ticket for sale on XP, you are making a binding offer to sell that ticket to a Buyer who purchases it for the price specified in your listing. When a Buyer accepts your offer by purchasing the ticket through our Site or Services, you are contractually obligated to deliver that exact ticket for the specified price and within the required delivery timeframe.

XP may provide Sellers with certain information about Buyers, such as their contact details, solely for the purpose of fulfilling their obligations in providing purchased tickets to Buyers. Sellers are strictly prohibited from using this information for any other purpose, including marketing or advertising. Sellers shall not include any materials other than the purchased tickets in any shipment to Buyers, including business cards, bookmarks, coupons, flyers, solicitations, or contact information.

If your tickets have sold but you are unable to fulfill the order or there is a problem with fulfillment (a "dropped sale"), XP may charge your payment method an amount equal to 200% of the price of the ticket(s) sold to compensate for the losses incurred to meet our obligations under the XP Guarantee. Additionally, XP reserves the right, at its sole discretion, to charge your payment method the full amount of the replacement costs incurred under the XP Guarantee.

Please note that the XP Guarantee is intended solely for buyer use and is not applicable to professional ticket resellers—those who buy and sell tickets regularly, as determined by XP.

A dropped sale may occur in the following situations:

- (a) You are unable to deliver the ticket(s) or related passes on time.
- (b) You do not have a replacement ticket (tickets that XP determines, in its sole discretion, to be comparable or better than the ones originally listed).
- (c) XP rejects your requested change and cancels the order.
- (d) The tickets delivered were not authentic.

By listing a ticket for sale on XP, you certify that the ticket was lawfully obtained and not in violation of the Better Online Ticket Sales Act of 2016 (i.e., obtained via circumvention of security measures, access control systems, or other technological controls used by a ticket issuer to enforce posted event ticket purchasing limits or to maintain the integrity of posted online ticket purchasing order rules).

## **11. XP Guarantee**

For buyers, XP guarantees that:

- (a) Your tickets will be authentic and valid for entry or your money back.
- (b) You will receive your tickets with ample time before the event or your money back.
- (c) The tickets you receive will be identical, comparable, or better than the ones you ordered or your money back.
- (d) If the event is canceled, we will refund your tickets or issue a credit to use on a future purchase.

This guarantee is subject to change at any time without notice. In the event of a change in our XP Guarantee, we shall post a revised version of our guarantee, which shall automatically



replace the terms of any previous guarantee posted here. Your continued use of XP and XP's services, as defined in the User Agreement, following the posting of a revised guarantee will constitute your acceptance of the revised guarantee. If you don't agree with the User Agreement or the terms of this guarantee, do not continue to use XP or XP's services.

## **12. Users Relationship with XP**

As a Buyer, as a Registered User, you grant XP permission to charge the method of payment associated with your purchase of tickets. This authorization enables us to process your payment securely and complete your ticket purchase.

As a Seller, as a Registered User, you grant XP permission to charge the payment method associated with your registration for costs incurred by XP in the event that you fail to deliver the tickets you have listed or provide invalid, fraudulent, counterfeit, or misrepresented tickets. Such costs may include, but are not limited to, the expenses related to replacement tickets, coupons, gift certificates, credits, or refunds issued to the Buyer, and other charges incurred by XP to fulfill the terms of our XP Guarantee.

Please note that XP operates solely as a marketplace, facilitating interactions between Buyers and Sellers concerning tickets. The submission and confirmation of orders are transactions solely between Buyers and Sellers. The fulfillment of confirmed orders, including the delivery and shipment of tickets, is the responsibility of the Seller. In the event of any disputes with one or more registered users, you release XP and all affiliated companies, officers, directors, agents, parents, subsidiaries, legal representatives, and employees from any claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.

For claims submitted under the XP Guarantee, you must adhere to all the conditions set by XP to be eligible to receive any credit under this guarantee.

Direct, unsolicited contact with an individual customer support team member through their social media, personal email, or cell phone is strictly prohibited. Please direct all inquiries or concerns to our official customer support channels.

XP is committed to protecting your private information, and we will not use or distribute it except in accordance with our Privacy Policy, which outlines our practices for handling and safeguarding your personal data.

## **13. Text Message Policy**

Some of our Services may offer the option to receive SMS, MMS, or other text message notifications ("Text Messages") from XP. By choosing to receive Text Messages, you agree to the following terms:

**(a) Consent to Receive Text Messages:** You voluntarily consent to receive recurring automated marketing and informational text messages (e.g., SMS and MMS) from XP. These messages may be sent using an automatic telephone dialing system to the mobile telephone number you provided when signing up or any other number you designate. Please note that receiving automated marketing text messages is not a condition of any purchase.

**(b) Message Charges:** Standard messaging rates from your mobile provider will apply to our confirmation Text Message and all subsequent Text Message correspondence. You may also incur message and data rates, as determined by your individual rate plan provided by your wireless carrier. We recommend consulting your mobile service carrier's pricing plan to understand the charges for data browsing and sending/receiving text messages. XP and its affiliates will not be responsible for any text messaging or wireless charges incurred by you or any person who has access to your wireless device or telephone number.

**(c) Opt-Out Option:** You have the option to opt-out of receiving any further Text Messages from XP at any time. To do so, simply reply "STOP" to any Text Message you receive from us.

**(d) Message Frequency:** The frequency of messages may vary, and XP reserves the right to alter the message frequency at any time. This may involve increasing or decreasing the total number of messages sent. Additionally, XP reserves the right to change the short code or phone number from which messages are sent.

**(e) Device Compatibility:** Please note that not all mobile devices or handsets may be supported, and our messages may not be deliverable in all areas. XP, its service providers, and the mobile carriers supported by the program are not liable for any delayed or undelivered messages.

## **14. Event Cancellation, Postponement, or Rescheduling**

If an event is canceled and not rescheduled (as determined by XP), we will, at our sole discretion (except to the extent required by law), provide a credit or refund for the amount paid for the tickets, processing fees, and shipping charges. To obtain a credit or refund, tickets must be returned via express mail service or other traceable mail service, and the cost of the express mail service will be at the customer's expense. XP will not provide return service postage. Please note that if an event or ticket(s) is canceled by the organizers of the event, XP will not be responsible for crediting or refunding any incidental expenses you may have incurred in relation to your plans to attend the event, such as plane or transportation expenses, hotel reservations, or rental car costs. XP assumes no responsibility for the actions of any event organizing body when an event or ticket(s) is canceled.

In the case of a postponed or rescheduled event, we advise you to retain your ticket. In most cases, the original purchased ticket will be honored for the new event date, and new tickets will not need to be reissued. Please note that credits, refunds, or exchanges will not be provided for postponed or rescheduled events, and XP will not be responsible for incidental expenses related to such events.

XP is not responsible for any other event changes, such as partial performances, venue, line-up, or time changes. No credits or refunds will be issued under such circumstances.

## **15. General Seller Policies**

As a Seller, you agree not to include any personal information, such as addresses, phone numbers, or email addresses, in the Seller Comments area of ticket listings. Sellers are responsible for providing all relevant information that a Buyer may require, and failure to disclose such information appropriately may result in penalties for Sellers.

Sellers must not list, sell, or buy any adult materials, obscene materials, or pornographic materials through the Site, either directly or indirectly. Furthermore, you must not use any names or information obtained from this Site for such purposes.

Using XP's Site for unlawful conduct is strictly prohibited. All users must adhere to local, state, federal, and international laws, ordinances, and regulations. By using this Site, you agree not to provide false personal information or use invalid or unauthorized credit or debit cards. Additionally, you must not use any information obtained through the Site for unlawful or unauthorized purposes.

Copying, modifying, or distributing any content from the Site, including XP's copyrights and trademarks, without XP's prior written permission is not allowed. Linking to the Site also requires XP's prior written permission.

XP reserves the right to prohibit Registered Users from posting tickets on XP if they cannot provide the exact tickets that were posted. If, at any time, you fail to deliver the listed tickets or provide invalid, fraudulent, or misrepresented tickets, XP reserves the right to cancel the order, return the tickets to you, and hold you liable for any charges incurred to satisfy the Buyer under the terms of the XP Guarantee. These charges may include, but are not limited to, the cost of replacement tickets, coupons, gift certificates, and credits and refunds to the Buyer. In the event that you owe money to XP, we may use a collection agency or other collection mechanism to collect the outstanding amounts, and you may be charged fees associated with collecting delinquent payments. XP or the collection agency may report information about your account to credit bureaus, potentially affecting your credit report. If you wish to dispute the information reported by XP to a credit bureau, please contact XP directly. If you wish to dispute information reported by a collection agency, you must contact the collection agency directly. XP is not affiliated with or sponsored by the NBA, NFL, MLB, NHL, or any NBA, NFL, MLB, or NHL team. All product and company names mentioned herein are trademarks or registered trademarks of their respective holders and are not otherwise associated with XP.

## **16. Taxes**

If any Services or payments for Services or tickets under the Terms are subject to Sales Tax in any jurisdiction, you, as the user, will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority. Additionally, you agree to indemnify XP for any liability, penalties, interest, or expenses incurred by XP in connection with such Sales Taxes. If requested by XP, you will provide official receipts issued by the appropriate taxing authority or other evidence of your payment of all applicable taxes.

For the purpose of this section, "Sales Tax" refers to any sales or use tax, and any other tax that is measured by sales proceeds and functions similarly to a sales tax, in cases where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

You also agree to make all payments of fees to XP without any withholding taxes and free from any reductions. If any withholding taxes are imposed on payments to XP, you will be solely responsible for fulfilling such tax obligations.

## **17. Third Party Payment Provider**

XP utilizes Stripe for credit and debit card payment processing services and payouts to Sellers. By using the Stripe payment processing services, you agree to be bound by the terms and conditions outlined in the Stripe Payment Services Agreement, which can be found at <https://stripe.com/legal/ssa>.

## **18. Ownership**

The XP website, including all site software, databases, trademarks, logos, service marks, proprietary information, and materials (referred to as "XP Property"), is the exclusive property of XP and will remain as such. By using the site, you acknowledge that you do not acquire any ownership rights to the XP Property. You are prohibited from using any XP Property in association with any product or service not offered by XP, in a manner that may cause confusion with XP's business, or in any way that disparages XP. Unauthorized use of XP Property is strictly prohibited, and no license or right to use any XP Property is granted without the express written permission of XP.

Regarding the submission of ideas, suggestions, documents, and/or proposals to XP through its suggestion, feedback, wiki, forum, or similar pages ("Feedback"), you agree that any such submissions are entirely at your own risk, and XP has no obligation, including confidentiality obligations, concerning such Feedback. By submitting Feedback, you represent and warrant that you have all the necessary rights to provide such Feedback. You hereby grant XP a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicenseable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit any and all Feedback. This license extends to the operation and maintenance of XP Properties and includes the right to sublicense the aforementioned rights.

## **19. Indemnification**

User agrees to indemnify, defend, and hold harmless XP, its parents, affiliates, licensors, suppliers, advertisers, and sponsors, as well as their respective employees, consultants, agents, and representatives (collectively referred to as "Indemnified Parties"), from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), and other expenses that arise directly or indirectly from the following:

- (a)** User's breach of any of these terms and conditions.
- (b)** Any allegation that any information User submits or transmits to the Site infringes on or otherwise violates the copyright, trademark, trade secret, or other intellectual property or other rights of any third party.
- (c)** Any federal, state, or county tax obligation or amounts due or owing under any tax regulation, law, order, or decree, or any dispute concerning the tax status of XP.
- (d)** User's activities in connection with the use of this Site.
- (e)** Your violation of any rights of another party, including any end users of the Services.
- (f)** Your violation of any applicable laws, rules, or regulations.
- (g)** Any disputes or claims between you and any other User.

XP reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In such an event, you will fully cooperate with XP in asserting any available defenses.

## **20. Site Changes and Availability**

XP reserves the right, at any time, with or without notice, to modify or discontinue the Site, the Services, or any part of the Site or Services for any reason, whether temporarily or permanently. Please note that XP performs regularly scheduled maintenance, and while we strive to minimize

customer impact, the Site or our Services may be temporarily unavailable during these maintenance periods.

## **21. International Users**

XP can be accessed from various countries worldwide, and some references to Services may not be available in your specific country. Please note that such references do not imply that XP intends to offer these Services in your country. XP's marketplace is controlled and provided by XP from its facilities located in the United States of America. XP makes no representations or warranties regarding the appropriateness or availability of XP for use in other locations. Users who choose to access or use XP from countries other than the United States do so voluntarily and are responsible for complying with their local laws and regulations.

## **22. Disclaimers and Limitations on Liability**

XP provides the Site, materials, and any tickets or services obtained through the Site on an "as is" basis and without warranties of any kind, whether express or implied. XP disclaims all warranties, including but not limited to implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. XP does not guarantee that the Site will be uninterrupted, error-free, or secure, and it does not warrant that the Site is free of viruses or harmful components. Your use of the Site and materials is at your own risk, and you should exercise caution where appropriate.

XP is not liable for the conduct of third parties, including operators of external sites. The risk of injury from such third parties rests entirely with you.

You are solely responsible for your communications and interactions with other users of XP Properties. XP does not verify the statements or listings of users, and any tickets purchased or sold through XP Properties are at your own risk.

XP and other indemnified parties are not responsible for any indirect, incidental, consequential, special, exemplary, punitive, or other damages, including loss of business or lost profits, arising out of or relating to the Site, materials, or any ticket or service obtained through the Site. XP's liability is limited to the total amount paid by you to access the Site, except for cases of death, personal injury caused by XP's negligence, or injury caused by XP's fraud or fraudulent misrepresentation.

In no event will XP parties be liable to you for more than the greater of (a) the total amount paid to XP by you in the one-month period prior to the event giving rise to liability, and (b) the remedy or penalty imposed by the statute under which such claim arises.

XP is not responsible for the timeliness, deletion, mis-delivery, or failure to store any personalization settings, except for XP's obligations to protect your personal data as set forth in XP's Privacy Policy.

The limitations of damages and liability set forth above are fundamental elements of the basis of the bargain between XP and you.

## **23. Arbitration and Dispute Resolution**

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND XP TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH WE CAN SEEK RELIEF FROM EACH OTHER. ARBITRATION MEANS THAT YOU AND XP AGREE TO RESOLVE DISPUTES THROUGH ARBITRATION RATHER THAN SUING IN COURT OR HAVING A JURY TRIAL. YOU AND XP AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING. YOU AND XP EACH AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY.

**(a) Dispute Resolution/Notice Regarding Mandatory Arbitration.** XP is committed to customer satisfaction, so if you have any Dispute (as defined below), we will try to resolve your concerns. But if we are unsuccessful, you and XP agree to attempt to first resolve the Dispute informally via the following process. If you assert a Dispute against XP, you will first contact XP by sending a written notice of your Dispute to XP via email to [legal@xp.xyz](mailto:legal@xp.xyz). Your Claimant Notice must (i) include your name, residence address, email address, and telephone number; (ii) a description of the nature and basis of the Dispute; and (iii) the specific relief you are seeking.

If XP has a Dispute against you, XP will send you a written notice of XP's Dispute to you via email to the primary email address associated with your account. The XP Notice must (i) include the name and contact details of an XP representative; (ii) describe the nature and basis of the Dispute; and (iii) the specific relief we are seeking.

**(b) We both commit to attempting to resolve any Dispute through the informal process within sixty (60) days of receiving a Notice.** If we can't reach an agreement to resolve the Dispute within this 60-day period, either party may proceed to binding arbitration as described below. During this 60-day period, the statute of limitations and any filing fee deadlines will be tolled, allowing both parties to engage in this informal dispute resolution process.

Except as expressly stated in this "Dispute Resolution" Section, any dispute, claim, or controversy (referred to as "Dispute(s)") between you and XP, its subsidiaries, affiliates, and their respective members, officers, directors, and employees, arising in connection with the Terms, the XP website, Application or Services, or your personal information, including those that arose before you accepted these Terms, will be exclusively resolved through final, binding arbitration; except either party may bring suit in court seeking an injunction or other equitable relief arising out of or relating to the infringement of a party's intellectual property, or any illegal or intentional act affecting the accessibility, functionality, or the security of the XP website, Application or Services, and/or any illegal or intentional act against your interests or the general business interests of XP.

Disputes, including but not limited to, those concerning the interpretation, application, enforceability, revocability, or validity of this arbitration provision or any part of it, fall within the scope of this agreement. The arbitrator holds the authority to provide remedies and relief typically available in court.

By agreeing to this Dispute Agreement (as defined below), both you and XP are forfeiting the right to take your Dispute to court for a judge or jury trial (unless stated otherwise in this Section). The terms in this Section serve as our written agreement to arbitrate Disputes under the Federal Arbitration Act ("FAA") (9 U.S.C. § 1 et seq.), including its procedural provisions, in all respects. This means that the FAA governs, among other things, the interpretation and enforcement of this arbitration agreement and all its provisions, including the class action waiver

in this Section. State arbitration laws do not apply. Additionally, both you and we agree that the Terms reflect a transaction involving interstate commerce and will be governed by and interpreted in accordance with federal law to the fullest extent possible.

All Disputes will be submitted to the American Arbitration Association ("AAA") for resolution through binding arbitration before a single arbitrator. The arbitration will be conducted in accordance with the AAA's Consumer Arbitration Rules, which can be found on the AAA's website (adr.org). These rules will be amended as specified by these Terms as follows:

The arbitrator may only conduct individual arbitrations. They are not permitted to consolidate multiple individual claims or preside over class or representative proceedings, or any proceedings involving more than one individual, except as described below when twenty-five (25) or more similar or coordinated claims are asserted against XP or you by the same or coordinated counsel.

When you initiate an arbitration, you will cover the consumer filing fee, and XP will cover the remaining AAA fees and costs. When XP initiates an arbitration, XP will bear all the AAA fees and costs.

For all arbitrations involving claims of \$25,000 or less, the AAA's Procedures for the Resolution of Disputes through Document Submission will be followed. For all other arbitrations: (i) the arbitrator will conduct hearings, if necessary, through teleconference or videoconference rather than in-person appearances, unless the arbitrator decides, upon a request from you or us, that an in-person hearing is appropriate; (ii) If an in-person appearance is required, it will take place at a mutually convenient location, considering the parties' ability to travel and other relevant circumstances; and (iii) In cases where the parties can't agree on a location, the AAA or the arbitrator will make that determination.

If either you or XP initiates arbitration and the arbitrator orders the exchange of information, both parties agree to cooperate in seeking protection from the arbitrator for any confidential, proprietary, trade secret, or sensitive information, documents, testimony, or materials that may be exchanged or subject to discovery in the arbitration. This protection will be sought before any such information, documents, testimony, or materials are exchanged or become the subject of discovery in the arbitration.

The arbitrator's decision will adhere to these Terms and is final and binding. The arbitrator is authorized to grant temporary, interim, or permanent injunctive relief or specific performance of these Terms, but only to the extent necessary for the relief required by the individual claim under arbitration. The arbitrator's award can be confirmed and enforced in any court with jurisdiction. Importantly, nothing in these Terms prevents you from raising concerns with federal, state, or local agencies. If permitted by law, those agencies can pursue remedies on your behalf.

If twenty-five (25) or more similar claims are filed against XP or you by the same or coordinated counsel, the AAA Supplementary Rules for Multiple Case Filings and the AAA Multiple Consumer Case Filing Fee Schedule will apply. In such cases, you and XP acknowledge that the resolution of your or XP's claim may experience delays. In situations involving coordinated actions, a coordinated bellwether process will be followed. Counsel for claimants and counsel for XP will each select ten (10) cases (per side) to proceed initially in individual arbitration proceedings. The remaining cases are considered filed for statute of limitations purposes, but AAA fees will not be assessed until they are selected to proceed in individual arbitration as part of the bellwether process. If the parties cannot resolve the remaining cases after the first twenty

(20) proceedings, each side will select another ten (10) cases (per side) for a second bellwether process. Each case is assigned to a single arbitrator as part of the bellwether process unless both parties agree otherwise.

The bellwether process will continue, following the previously mentioned parameters, until all the claims included in these coordinated filings, including your case, are adjudicated or resolved. The statute of limitations and filing fee deadlines for claims in this bellwether process will be tolled from the time the first cases are selected for the process until your or XP's case is selected, withdrawn, or otherwise resolved. A court has the authority to enforce this paragraph and, if necessary, to stop the mass filing or prosecution of arbitration demands against XP or you.

**(c) One Year Limit for Claims.** You agree that, regardless of any statute or law to the contrary, any Dispute must be filed within one year after the claim arises, or it will be forever barred.

**(d) 30-Day Right to Opt Out.** You have the right to opt out of this Dispute Agreement by sending written notice to the XP Legal via email to [legal@xp.xyz](mailto:legal@xp.xyz), within 30 days of initially agreeing to this Dispute Agreement. Your notice should include your name, address, XP username (if any), the email address associated with your XP account (if applicable), and a clear statement that you want to opt out. Opting out of this Dispute Agreement will not affect the application of other parts of this Agreement. It does not impact any other arbitration agreements you currently have or may enter into with us.

**(e) Severability.** Except as specified in this Section 21, if any part of this Dispute Agreement is found to be invalid or unenforceable under the law, that specific part will be severed, and the rest of the Dispute Agreement will remain in full force. If a decision states that applicable law prevents the enforcement of the class-action waiver in this Section 21 for a particular claim, that claim must be separated from arbitration and brought to the State or Federal Courts in Illinois. All other claims will continue to be arbitrated. If any part of this Section 21 is found to restrict an individual's claim seeking public injunctive relief, that provision will not apply to the extent such relief can be sought outside of arbitration, and the rest of this Section 21 will remain enforceable.

**(f) Survival of Agreement.** This Dispute Agreement will remain in effect even after the termination of your relationship with XP.

**(g) Modification.** If XP makes a material change to this Arbitration Agreement in the future, you can reject that change within thirty (30) days of the change taking effect by writing to XP Legal via email to [legal@xp.xyz](mailto:legal@xp.xyz).

## 24. User Content

XP allows you to submit suggestions, reviews, concepts, audio and video recordings, photographs, artwork or other materials to the Site ("User Content").

By submitting User Content, you certify that you are at least 18 years old, or you are at least 13 years old and have obtained your parent's or legal guardian's express consent to submit User Content.

If you submit User Content to the Site, you grant XP a worldwide, non-exclusive, transferable, sublicensable, royalty-free right and license to use, reproduce, modify, create derivative works



of, distribute, publicly perform, display, archive and commercialize your User Content, in our sole discretion, in all formats and in all media channels now known or hereinafter discovered, without any compensation or acknowledgment to you or anyone else. This license will not affect your ownership in your User Content, including the right to grant additional licenses to your User Content, except if it conflicts with the Agreement. We are not obligated to post, display or otherwise use any User Content, or to attribute your User Content to you. You will not make or authorize any claim against us that our use of your User Content infringes any of your rights. Following termination or deactivation of your account, or if you remove any User Content from XP, we may retain your User Content for a commercially reasonable period of time for backup, archival, or audit purposes.

Statements, opinions and reviews posted by participants on the Site may be inaccurate, offensive, obscene, threatening or harassing. We do not endorse and are not responsible for these postings. We will not be liable for any loss or harm caused by the posting or your reliance on information obtained through the postings.

You will be responsible for your User Content and the consequences of posting it. By submitting User Content, you represent to us that (i) you own, or have the necessary permission to submit the User Content and to grant the licenses to us under this section, and (ii) you have the written permission of every identifiable person in the User Content to use that person's name and likeness in the manner contemplated by the Site and the Agreement or, if the person is a minor, the written permission of the minor's parent or legal guardian.

We will have the right (but not the obligation) to monitor the Site and the User Content, and to disclose any User Content and the circumstances surrounding its submission in order to operate the Site properly, or to protect ourselves, our sponsors and our users, or to comply with legal obligations or governmental requests.

If we are notified that your User Content does not comply with the Agreement, we may investigate the allegation and may decide to remove your User Content and cancel your account. We may also hold you liable for any User Content that infringes the rights of a third party, and require you to pay or reimburse us for any amounts we believe are necessary to resolve any complaint.

## **25. Claims of Copyright Infringement on the Site**

XP complies with the Digital Millennium Copyright Act (DMCA) and will respond promptly to claims of copyright infringement reported to its Designated Copyright Agent.

If you are a copyright owner or authorized to act on their behalf, you can report alleged copyright infringements by completing the DMCA Notice of Alleged Infringement ("Notice") and delivering it to XP's Designated Copyright Agent.

The Notice must contain the following information:

- (a)** Identify the copyrighted work claimed to be infringed.
- (b)** Identify the material claimed to be infringing and information to locate it.
- (c)** Provide your contact information.
- (d)** Include statements that you have a good faith belief that the use is not authorized and that the information in the Notice is accurate.

If you believe your User Content was removed in error, you can file a counter-notice following the specified steps.

## 26. ADA Terms & Conditions

Tickets for accessible seats, designed to accommodate wheelchairs and companion seats, are exclusively intended for individuals with disabilities and their companions. By purchasing a ticket for an accessible seat, you confirm that either you or one or more of your companions require the accessible seat features. XP reserves the right to investigate and possibly cancel orders if there is any suspicion of misuse of accessible seating. Legal action may be taken against individuals who fraudulently purchase tickets for accessible seats.

Additionally, the venue hosting the event may redirect you and your party to non-accessible seats if you do not require such accommodations.

## 27. Miscellaneous

This Agreement, along with all documents incorporated by reference, constitutes the complete and exclusive agreement between the parties concerning the subject matter discussed herein, superseding all prior written or oral agreements and understandings. No amendment, modification, or supplement to any provision of this Agreement shall be valid or effective unless made in accordance with the express terms of this Agreement. If any provision of this Agreement is deemed invalid or unenforceable under any circumstances, it shall not affect its application in any other circumstances, and the remaining provisions of this Agreement shall remain in full force and effect.

You may not assign or transfer this Agreement, or any of its rights or obligations, without the prior written consent of XP, which may be withheld at our sole discretion. This Agreement is not intended to confer any benefits, rights, or remedies upon any person or entity other than the parties hereto, their successors, and permitted assigns. Our suppliers and co-brand partners are considered third-party beneficiaries of this Agreement.

The headings at the beginning of each section of this Agreement are for reference purposes only and do not define, limit, construe, or describe the scope or extent of such sections. XP shall not be considered in breach of, or otherwise liable under, this Agreement for any delay or failure in performing its obligations due to causes beyond XP's reasonable control, including acts of nature, war, natural disasters, governmental regulations, terrorism, communication or utility failures, failures or acts of third parties, and other similar causes such as fire, earthquake, flood, epidemic, pandemic, accidents, strikes, lockouts, labor controversies, riots, civil disturbances, acts of public enemies, embargoes, transportation, power or communications system failures, or any other similar cause.

## XP Discounts- Promotional Value

XP Promotional value ("discounts") terms and conditions:

1. **Validity Period:** coupons are valid to use on XP until the expiration date provided along with the coupon. You can also find the expiration date on the coupon's metadata.
2. **Redemption:** XP coupons are only valid to be redeemed at [xp.xyz](https://xp.xyz) for a discount to be used towards a purchase on XP.

Unless specified, XP coupons can only be used once per customer. Any attempt to

break this (including using multiple wallets, ips and phone numbers, should result in XP not fulfilling the order).

3. **Conditions of Use:**
  - Coupons cannot be combined in a purchase with any other offers, promotions, or discounts unless otherwise specified.
  - Coupons can only be used on one purchase (even if you do not use the full amount).
  - This coupon is not applicable to the purchase of gift cards, prior purchases, or taxes.
  - This coupon holds no cash value and cannot be exchanged for cash or other forms of payment.
4. **Expiration:** Coupons will have an expiration date. After this date, the coupon will no longer be valid for redemption.
5. **Transferability:** Coupons on XP can be transferred unless a specific coupon specifies that it is not transferable and may only be used by the original recipient.
6. **Void Where Prohibited:** This coupon offer is void where prohibited by law.
7. **Modification or Termination:** XP reserves the right to modify or terminate any coupon offer at any time without prior notice, for any reason.
8. **Fraud Prevention:** Any attempt to duplicate, reproduce, or manipulate an XP coupon will result in its invalidation. XP reserves the right to refuse coupon redemption if fraud or misuse is suspected.
9. **Governing Law:** These terms and conditions shall be governed by and construed in accordance with the laws of Illinois.

By redeeming an XP coupon, you agree to abide by these terms and conditions. For questions or inquiries regarding this coupon, please contact XP at [support@xp.xyz](mailto:support@xp.xyz)

For terms on the Derby Sweepstake visit:

<https://faint-ballcap-e83.notion.site/XP-Derby-How-to-play-Terms-dfd2ada59c1e45699da213cef a860179?pvs=4>

## Terms and Conditions for XP Unwrapped Promotion

By participating in the XP Unwrapped promotion, you agree to the following terms and conditions:

1. **Eligibility:**
  - Participants must upload their Spotify Wrapped to qualify.
  - Promotion is limited to one participation per customer.
2. **XP Credit Details:**
  - Participants will receive a coupon of an amount, \$20 off an order of \$50 or more (or another amount, at XP's discretion).
  - The coupon is valid for a single use only and cannot be transferred or redeemed for cash.
3. **Redemption:**
  - The coupon must be used by December 31, 2024 at [xp.xyz](https://xp.xyz)
  - The coupon is valid for one customer only and cannot be combined with other discounts, offers, or promotions.
4. **Limitations:**
  - This promotion is limited to one coupon per customer.
  - The coupon holds no cash value.
5. **Changes to Terms:**
  - XP reserves the right to modify, suspend, or cancel the promotion, including these terms and conditions, at any time without prior notice.
6. **Additional Terms:**
  - By participating, you agree to comply with all applicable laws and XP policies.
  - Misuse of the promotion or failure to adhere to these terms may result in disqualification from the promotion and forfeiture of the coupon.

For questions or concerns regarding this promotion, please contact XP Support at [support@xp.xyz](mailto:support@xp.xyz)