

USER AGREEMENT

Your use of our website TheAuthority.com and its related subdomains (“Our Website”) and the services offered and provided through Our Website provides you with an interactive and personalized experience. Any person who uses, accesses, connects to, or interacts with Our Website and/or the services provided through Our Website expressly accepts the terms of this User Agreement as set forth below as is and without change.

Our Website includes the URL address www.theauthority.com, its associated subdomains, as well as any mobile applications, marketplaces, forums, and e-mails associated with The Authority.com, which are all owned, operated, and maintained by Dynamics Inc. (“Dynamics”), which is located at 493 Nixon Road, Cheswick, Pennsylvania 15024.

Dynamics expressly reserves the right to amend, modify, and/or change the terms of this User Agreement or any policies or guidelines referred to herein or elsewhere on Our Website governing the use of Our Website by you, at any time and at our sole discretion. Changes to this User Agreement and our policies may be made without notice and will become effective at the time a revised User Agreement and/or policies are posted on Our Website. We encourage you to review the terms of this User Agreement and our policies periodically over time regarding possible changes and will post an effective date for each version of this User Agreement and our policies to assist you in that review process.

The terms and conditions set forth below may only be changed by Dynamics Inc. and not by any other party. If you cannot agree to the terms and conditions of this User Agreement you should terminate all use of Our Website because continued use of Our Website constitutes express agreement to its terms and conditions, which include without limitation our Privacy Policy which is incorporated by reference herein.

1. INTRODUCTION

By using, accessing, interacting with Our Website you agree to be bound to all terms and conditions of this User Agreement and our policies, including without limitation our Privacy Policy which is posted on Our Website. You agree to comply with all of terms of this User Agreement when accessing Our Website or use our services.

Read this User Agreement carefully as it defines the provisions that govern how any claims between you and Dynamics have against each other are to be resolved. These provisions include an Agreement to Arbitrate that, with limited exceptions, require you to submit any claims you may have against us or related third parties to binding and final arbitration unless you opt-out of the Agreement to Arbitrate in accordance with Section 14 below. Assuming you do not opt out, you will only be permitted to raise claims against us individually through a binding

arbitration process and are waiving your right to pursue such claims in a court of law whether before a judge or a jury – your only process for raising such disputes is through binding arbitration.

2. **ABOUT THE AUTHORITY.COM**

TheAuthority.com includes a website, subdomains, forums, services and a marketplace that allows user to buy, sell, and trade goods, and in particular, goods generally known as collectible goods. TheAuthority.com also provides grading, authentication, and encapsulation services for collectible goods. Information provided as part of our services, such as listing and shipping prices is provided solely for information purposes only and you may decide whether or not to follow such information. We may assist users in resolving disputes between each other related to activities occurring through Our Website or services. We do not have any control over nor do we guarantee in any way the truth or accuracy of statements made by other users of Our Website or services, the ability of other users to pay for items they attempt to purchase from you, the existence, veracity, quality, safety, ownership, or legality of items listed by other parties on Our Website or services, or in the ability of other users to actually provide listed products that may be purchased using Our Website or services.

3. **USING THE AUTHORITY.COM**

In order to use Our Website or services you agree that you will comply with the terms of this User Agreement, our terms and conditions set forth herein, our policies, as well as all applicable laws, rules, and regulations, and that you also agree that you will **NOT**:

- . use our services if you are not legally capable of entering into legally binding agreements (for example, are under the age at which you can be legally bound in your jurisdiction)
- . breach or circumvent any laws, rules or regulations;
- . breach or circumvent any of our systems, services, terms, conditions, policies, or procedures;
- . breach or circumvent any third-party rights as they related to Our Website or services or transactions that occur through the use of Our Website or services;
- . fail to pay for goods purchased by you absent a valid reason as set forth in our policies and/or this User Agreement (such as material changes in the item and/or its description after you agree to purchase it);
- . fail to deliver goods sold by you absent a valid reason as set forth in our policies and/or this User Agreement;
- . change, alter, vary or manipulate in any way any other user's listings;

- . take any action that may undermine or question the integrity of any feedback or rating systems Our Website or services utilizes or presents to its users;
- . transfer any account you have with us to another user without our express written consent;
- . utilize Our Website or systems in any manner that includes inappropriate content, such as any content that is hateful, abusive, harassing, or threatening of others, pornographic or contains nudity or violence, including without limitation all communications with other users on our forums;
- . provide content that is false, misleading, inaccurate, deceptive, impersonating of another, defamatory, libelous, illegal, or infringes upon the rights of other users;
- . violate our security protocols by sharing your login credentials with anyone else;
- . distribute any technologies that may harm Our Website or services or the property of others, such as computer viruses;
- . use any means of gathering data from Our Website or services, such as through the use of any robot, AI platform, spider, data scraper, data mining tools, data gathering tools, data extraction tools, or any other automated means or systems to access Our Website or services for any purpose without the express written approval of Dynamics;
- . attempt to circumvent or interfere with any technical systems we may implement or utilize to provide Our Website or services;
- . decipher, decompile, disassemble, or reverse engineer any of the software comprising, or in any way making up, any part of Our Website or services;
- . probe, scan, or test the vulnerability of a system network or breach security or authentication measures without proper authorization;
- . attempt to overload Our Website or services such as through a denial of service (DNS) attack or by placing any unreasonably large load on Our Website or services;
- . infringe on any of our or third party intellectual property rights including without limitation rights under patent, trademark, copyright, trade secret, right of publicity, or any other intellectual property rights, including the prohibition of posting content that you do not own; or
- . initiate an excessive number of chargeback requests or false chargeback requests, as determined by Dynamics in its sole discretion.

You understand and agree that your use of any chat feature or of any of our forum services are subject to all of the above restrictions, and that you agree that you are solely responsible for anything you post on any chat or forum on Our Website or services and that Dynamics is not responsible for such content. Dynamics may restrict your access to such chat features an/or forum services in the event we believe you have or are violating any of these policies, protocols, or procedures.

You also hereby irrevocably and forever waive, and agree never to assert, any Moral Rights in or to the content which you may now have or which may accrue to your benefit under any state, federal, or foreign copyright or other laws and any and all other residual rights and

benefits which arise under any other applicable law now in force or hereafter enacted. You acknowledge and agree that your use of Our Website or services is good, sufficient and equitable consideration for your assignment and waiver of such Moral Rights. The term “Moral Rights” shall mean any and all rights of paternity or integrity of the content and the right to object to any modification, translation or use of the content, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a Moral Right. You further waive all domestic, state and international Moral Rights of any kind including, without limitation, any Rights under the California Art Preservation Act and the Visual Artists Rights Act of 1990 and waive all Rights and agree not to make any claims under the Lanham Act.

Anyone selling anything on Our Website or services must meet our minimum standards of decorum and performance or they may be subject to additional fees or their account(s) may be limited, suspended or terminated.

We will monitor your account activity and in the event we believe you may be in violation of any of these prohibitions we may, in our sole discretion and without limit to other remedies, suspend, curtail, limit, reduce access to select features (such as preventing sales), or otherwise restrict your ability to use your account on Our Website or services, including a complete termination of your account. Our knowledge of potential violations of these rules and requirements may come from our own observations or it may come from other users of Our Website and services through one or more methods of reporting that we may elect to implement.

We may also restrict, limit, or cancel any accounts without notice after a substantial period of inactivity.

We reserve the right to refuse access to Our Website or services to anyone at any time for any reason under our sole discretion.

4. **USING THE AUTHORITY.COM’S GOODS MARKETPLACE**

Our Website and services may provide you with the opportunity to: (i) purchase goods; (ii) trade goods with other users; (iii) provide goods to us to store for you at off-site remote storage that may be viewable on your account with us on Our Website and services. Goods you purchase or trade may be digital-only goods or physical goods having associated digital content available for display on Our Website or services.

For goods purchased on Our Website or services or through one of our partners, you have the option of having your goods shipped to the physical address we have for you on-file, or you

may choose to have us retain and store the purchased physical goods while displaying one or more images and other identifying information (the “Goods Content”) on Our Website and services such that the Goods Content may be viewable as associated with your account and your collection of goods. These same policies apply to goods received in trades that are already stored in our off-site remote location for the other party involved in the trades. For such trades, we will retain physical possession of the physical goods traded while transferring ownership and possession of the traded goods from the source trader’s account with us to your account with us. In either circumstance, you always have the ability to have any of the physical goods we store for you shipped to you at the physical address we have on file for you once we have verified you as the owner of the account in question. You understand and agree that these rules and procedures apply to any good that may later be determined to be a counterfeit good, such as a counterfeit trading card. While we are not liable for any such counterfeit goods, we may provide you with reimbursement for your purchase of such counterfeit good at our sole discretion, in which case we may retain the counterfeit good and you hereby agree that we may submit the counterfeit good to the authorities for potential criminal prosecution.

You may also choose to submit goods to us through Our Website and services for any number of reasons. You may: (i) elect to have your physical goods stored in our off-site remote facilities; (ii) elect to have us encapsulate your goods to better protect the goods from inadvertent damage; (iii) to have us perform a grading of your goods; or (iv) and combination of services (i)-(iii). You understand and agree that we may, at our sole discretion, update our grading standards and that such upgrades may change the value of goods that were evaluated utilizing a prior version of our grading standards, and that we are not liable in any way for that change in value. In the event that your goods are stored remotely off-site, we are not responsible for or liable for any damages to such goods in the event of force majeure. You hereby agree that for any goods stored in our off-site remote facilities we are authorized to transfer those goods between our off-site remote facilities and that we may store your goods any of our off-site remote facilities at our discretion.

You understand and agree that we utilize our own grading standards and that any use by you of our grading standards is limited to your personal use and may not, under any circumstance be used by you for any commercial purpose.

For any goods you choose to submit to us (“submitted goods”), you are completely responsible for packaging and shipping the goods to us in a secure manner. You retain possession of such submitted goods until such goods have been received by us, the goods contained in your packaging have been examined by us, and then accepted by us, at which time we then take physical possession of your goods. In the event that it appears your goods may have been damaged during shipping, we may return your goods without taking possession of

them, or we may contact you to attempt to address the condition of your submitted goods after shipping to provide you with options on how to proceed.

Our Website or services may provide you with the opportunity to complete certain Achievements when you, for example, complete a particular collection of goods. To obtain the Achievement, you may be required to redeem, exchange or combine certain goods. The availability of each Achievement is at our sole discretion, and may be limited by, for example, an expiration date passing, limited quantities, etc. You are solely responsible for collecting each of the goods required for an achievement and for requesting redemption of the Achievement within the given limitations of the Achievement. In order to submit goods necessary to redeem an Achievement, those goods must be in our physical possession and cannot be goods that you chose to have shipped to your physical address unless you return them to our possession prior to submitting a redemption request. You are solely responsible for and liable for your compliance with the Achievement's requirements, such as expiration dates, etc., and we accept no responsibility in the event an expiration date occurred and/or a limited number of redemptions is completed before you make a redemption request.

When you offer for sale goods through our Marketplace on Our Website or services you assume full and complete responsibility for the item offered and the accuracy in the content of the listing. Any listing you post must comply with our Privacy Policy as well as our listing policies and selling practice policies. We reserve the right to remove any content that in our sole discretion, we deem to be objectionable or in violation of any of our policies. You agree that we may display your sales, performance, and ratings history of your individual listings to others on Our Website or services.

When you purchase goods through our Marketplace on Our Website or services you assume full and complete responsibility to carefully review the entire listing for the good you are purchasing before making any bid or offer to purchase a good. You understand and agree that you are entering into a legally binding contract to purchase a good when: (i) you purchase the good; (ii) you commit to buy the good; (iii) your offer to purchase is accepted by the seller of the good; (iv) you end up with the winning bid for a good; or (v) your bid to purchase a good is otherwise accepted. Unless we are in physical possession of the good purchased, we do not have any responsibility or liability in transferring the good from the seller to the buyer.

We reserve the right to refuse orders placed on Our Website or services for any order that, in our sole discretion, appears to have been placed in an unauthorized manner or by an unauthorized party. In addition, we may, in our sole discretion, limit quantities available for purchase on a per person, per business, or per order basis.

In order to protect TheAuthority.com and Dynamics from risk of liability for your actions as a seller, we may restrict access to your funds for a limited period related to the purchase or sale.

5. **AGE RESTRICTIONS**

Use of Our Website or services for the purchase or trading of goods may only be accessed and utilized if you are of legal age to enter into a legally binding contract. Unless otherwise specified by a particular jurisdiction, this requirement means that you must be at least eighteen (18) years of age in order to utilize Our Website or services for any commercial transactions. You agree to provide us with accurate information regarding your age when you register for an account with us. You also agree that you will not assist minors under the age of eighteen (18) in accessing Our Website or services.

6. **PAYMENT AND SHIPPING REQUIREMENTS**

- a. **Payment:** In order to use Our Website or Services for the purchase or trading of goods you represent and warrant that you have the right to use any credit card or other means of payment that you provide to us. By providing payment card information to us, you authorize us to store and use the card as a payment method for purchases made through any account you have with us, including on TheAuthority.com affiliated sites and properties which you may access your account credentials with us. We may request a pre-authorization for some orders placed online with a credit or debit card. This pre-authorization will not be billed to you; however, your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held. We do this to ensure that the card details are still valid and that you have sufficient funds to complete the transaction. All billing information you provide to us must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of this User Agreement and may result in cancellation of your order. Prior to accepting an order we may also request additional information from you, which may require you to provide us with verification information prior to the acknowledgment or completion of any purchase. We reserve the right to refuse or cancel an order for any reason including limitations on quantities available for purchase, inaccuracies, or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. If your order is canceled after your credit card or other acceptable payment method has been charged, we will issue a credit to your credit card or other applicable payment account in the amount of the charge. In that event, we may will attempt to contact you using contact

information you have provided to us if all or any portion of your order is canceled or if additional information is required to accept your order. By confirming your purchase at the end of the checkout process, you agree to accept and pay for the goods or service, as well as all shipping and handling charges and applicable taxes (based on state and local laws and/or international requirements) and fees. In general, you will not be charged for most orders until the order has shipped.

- b. **Shipping:** We will ship goods you order on Our Websites to an address designated by you, if applicable, so long as such address is complete and complies with the shipping restrictions contained on Our Websites. All such transactions are made pursuant to a shipping contract and, as a result, risk of loss and title for the goods passes to you upon delivery of the goods to the carrier. Delivery of any goods purchased from Our Websites to addresses outside the United States may be limited. In addition, some goods may have restricted delivery within the United States. We can only provide estimated delivery times which are based on the method of shipping you chose when you purchase goods as well as the destination of the goods. Shipping costs are subject to change and may vary depending on the good shipped and the shipping method selected. We cannot and do not guarantee any shipping timeframes as all shipping is accomplished by third parties. We are not liable for any disruption during shipping nor are we responsible for any loss or damage incurred during shipping of physical goods. When shipping physical goods, you are solely responsible to identify and declare the corresponding value for each physical good being shipped and you are solely responsible for all costs thereof including, without limitation, insurance in the event you elect a shipping tier that ensures goods while in transit. All goods purchased on Our Websites and affiliated websites are sold as non-returnable, non-refundable, and non-exchangeable goods with the sole exception being goods that are damaged which we have sole discretion to determine. If you believe you have received any good that is damaged, you must contact us within one week of receiving such good.

7. **DENIAL OF ACCESS AND TERMINATION**

Your access to and use of Our Websites and affiliated websites of websites is governed by this User Agreement and the terms set forth herein. By using Our Websites, you affirm that you are of legal age to enter into this User Agreement, or, if you are not, that you have obtained parental or guardian consent to enter into this User Agreement and that your parent or guardian consents to the terms contained in this User Agreement on your behalf. If you violate or do not agree to the terms of this User Agreement, then your access to and use of Our Websites is unauthorized, in which case we have the right to suspend or terminate your access to Our

Websites. We reserve the right to completely delete all content from any account that remains suspended or disabled for more than one year.

8. **PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS**

Our Websites and affiliated websites and all materials contained therein, and any and all copyrights, trademarks, trade dress, patents and any other intellectual property rights therein (collectively, the “Our IP”) are owned or controlled by or licensed to Dynamics, and are protected by U.S. and international trademark, copyright, patent, and other intellectual property laws. Materials are only licensed and not sold to end users. Subject to your compliance with the terms of this User Agreement, and solely for so long as you are permitted by us to use Our Websites, you may access, view, download, and print materials from Our Websites for your personal, non-commercial use only; provided, however, that you (1) retain all copyright, trademark, patent, or other intellectual proprietary designations contained on the materials; (2) do not modify or alter the materials in any way; and (3) do not provide or make available the materials to any third party in any commercial manner or for any commercial use. In addition, subject to your compliance with the terms of this User Agreement, and solely for so long as you are permitted by us to use Our Websites, we permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use any Apps we may develop on a mobile device that you own or control, solely for your personal, non-commercial use. There shall be no license, right, title, or interest in Our Websites or any materials on Our Websites transferred to you as a result of your use of Our Websites or your accessing, viewing, downloading, or printing of materials from Our Websites. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell, or participate in any sale of or exploit in any way, in whole or in part, any of the materials from Our Websites, which may be used only as a personal shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of materials from Our Websites is strictly prohibited.

9. **DMCA NOTICE OF COPYRIGHT INFRINGEMENT**

The Digital Millennium Copyright Act (“DMCA”) provides a mechanism for notifying service providers of claims of unauthorized use of copyrighted materials. Under the DMCA, a claim must be sent to the service provider’s designated agent. If you believe in good faith that we should be notified of a possible online copyright infringement involving Our Website or services, please provide written notification to our designated agent:

Dynamics Inc.
493 Nixon Road
Cheswick, PA 15024

Attn: General Counsel
E-mail: legal@dynamicsinc.com

Please be aware that, in order for notice to be effective, your notice of claim must comply with the detailed requirements set forth in the DMCA. To meet the notice requirements under the DMCA, the notification must be a written communication and must include the following:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of a copyrighted work claimed to have been infringed or, if multiple copyrighted works is covered by a single notification, a representative list of works;
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- d. Information reasonably sufficient to permit us to contact the complaining party (e.g., complaining party's address, phone number, e-mail address, etc.);
- e. A statement that the complaining party has a good faith belief that the use of the material in dispute is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We encourage you to review the DMCA requirements (see 17 U.S.C. § 512(c)(3)) before submitting such notice. Failure to comply with the DMCA requirements may result in dismissal of such claim. We reserve the right and discretion to immediately terminate any user's access to Our Website or services if we determine that the user violates the terms of this User Agreement following notice to such user.

10. **DISCLAIMER OF WARRANTIES**

OUR WEBSITES, INCLUDING ANY AND ALL CONTENT, MATERIALS, GOODS, SERVICES, FUNCTIONALITY, AND OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH OUR WEBSITES, ARE PROVIDED BY US ON

AN “AS IS” AND “AS AVAILABLE” BASIS. NO DYNAMICS ENTITY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF OUR WEBSITES OR THE CONTENT, MATERIALS, GOODS, SERVICES, FUNCTIONALITY, OR OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, DYNAMICS DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, DYNAMICS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MERCHANDISE OFFERED. YOU ACKNOWLEDGE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, YOUR USE OF OUR WEBSITES IS AT YOUR SOLE RISK. THIS SECTION 11 DOES NOT LIMIT THE TERMS OF ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF AN ITEM THAT IS SOLD BY DYNAMICS OR THE AUTHORITY TO YOU. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS USER AGREEMENT AND THE TERMS HEREIN. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF OUR WEBSITES AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF OUR WEBSITES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR OTHERWISE ACCESSED BY UNAUTHORIZED PARTIES. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DYNAMICS IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR PROPERTY OR DATA THAT RESULTS FROM ANY MATERIALS YOU ACCESS OR DOWNLOAD FROM OUR WEBSITES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

11. **INDEMNIFICATION**

You agree to defend, at Dynamics’ option, indemnify, and hold Dynamics harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys’ fees and costs, arising from or related to your misuse of Our Websites or any breach by you of this User Agreement including any term contained herein. Dynamics reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with Dynamics if and as requested by Dynamics in the defense and settlement of such matter.

12. **LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, DYNAMICS WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE EVEN IF AN AUTHORIZED REPRESENTATIVE OF DYNAMICS HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THIS DISCLAIMER APPLIES TO, BUT IS NOT LIMITED TO, ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OF USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. SUBJECT TO THE FOREGOING, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, DYNAMICS WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF OUR WEBSITES DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, DYNAMICS WILL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY SELLER, INCLUDING ANY RETAILER ON OUR MARKETPLACE, SHOPPER, OR OTHER USER OF OUR WEBSITES.

13. **CHOICE OF LAW**

This User Agreement is governed by, and construed in accordance with, the laws of the State of Delaware of the United States of America, without regard to Delaware's conflicts of law provisions that require the application of the law of any other state or province.

14. **DISPUTES, RESOLUTION, AND APPLICABLE LAW**

- a. **Arbitration Agreement:** EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, YOU AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND DYNAMICS, INCLUDING ANY PRODUCTS OR SERVICES OFFERED OR SOLD BY DYNAMICS, THE AUTHORITY, OR ON OUR WEBSITES, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS OF USE, YOU AND DYNAMICS AGREE THAT EACH IS WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. BY ACCESSING OUR WEBSITES YOU AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT AS PART OF THIS USER AGREEMENT. THE PARTIES THUS WAIVE ANY RIGHT TO SUE EACH OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT
- b. **Initiating a Demand for Arbitration:** Any arbitration required by the Arbitration Agreement shall be initiated by You or Dynamics by sending the other party a written demand for arbitration (“Demand”) only via first-class mail, FedEx, or UPS within the statute of limitations period. Your Demand shall be delivered to: Dynamics Inc., Legal Department, 493 Nixon Road, Cheswick, PA 15024. The Demand must include (i) the name, telephone number, mailing address, and email address of the person or entity seeking arbitration; (ii) a statement of the legal claims asserted and the factual basis for those claims; (iii) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy; (iv) the original personal signature of the party seeking arbitration; and (v) the original personal signature of any legal counsel or other representative purporting to represent the party seeking arbitration. For purposes of this paragraph, “original personal signature” does not include any digital, scanned, electronic, copied, or facsimile signature. An original personal signature on the Demand certifies the following: (i) the Demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (ii) the claims and other legal contentions are warranted by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. The original personal signature by the party seeking arbitration shall verify

under penalty of perjury that the factual statements contained in the Demand are true and correct. Compliance with this paragraph tolls any applicable statute of limitations as to any dispute or claim subject to the Arbitration Agreement that is stated in the Demand.

- c. **Exclusion from Arbitration Agreement:** You agree that the Arbitration Agreement set forth above shall not apply to any dispute or claim related to any proprietary or intellectual property rights such as any and all rights set forth in Section 9 above, including without limitation, rights under copyright, trademark, patent, trade dress, trade secret, and the like, and that any claims for violation of such intellectual property rights may be brought in any state or federal court, as is appropriate, in the State of Delaware, and you agree to the exclusive jurisdiction (including personal and subject matter jurisdiction) and venue of such courts.

15. **NOTICES**

We may provide you with notices, including those regarding changes to this User Agreement and our Privacy Policy, by e-mail or postings on Our Website or services, but this section places no additional requirements on us unless expressly set forth herein. For any questions and inquiries regarding this User Agreement and our practices, please use the “Contact Us” submission page at <https://www.theauthority.com/ContactUs>

16. **WAIVER**

The failure to enforce any term or provision of this Agreement shall not be construed as a waiver by TheAuthority.com or Dynamics of that term or provision. No term or provision of this User Agreement will be considered waived, and no breach excused, by us unless such waiver or consent is in writing and signed on behalf of TheAuthority.com or Dynamics. Any consent by us to, or waiver of, a breach by any user, shall not constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by any user. The consent or approval by us of any act shall not be deemed as consent or approval to or of any subsequent similar acts.

17. **ENTIRE AGREEMENT**

This User Agreement, which incorporates our Privacy Policy, constitutes the entire agreement between you and TheAuthority.com and Dynamics with respect to Our Website or services and the subject matter herein. We may modify or amend this User Agreement at any time and for any reason, and your continued use of Our Website or services provides affirmative

and continued acceptance of the terms and conditions set forth in this User Agreement and any modifications thereof.

18. **SEVERABILITY**

The provisions of this User Agreement shall be deemed severable and, if any provision of this User Agreement is for any reason held to be invalid, unenforceable, unconscionable, or contrary to any law, and/or ordinance, such invalid or unenforceable provision shall not affect the validity of and enforceability of any other provisions.

19. **LIMITATION OF ACTIONS**

You agree that any claim or cause of action you may have against us resulting from use of Our Website or services or this User Agreement must be commenced within two (2) years after the event has occurred, unless a shorter period applies under applicable law.

20. **FORCE MAJEURE**

In the event we are unable to commence or complete the performance of its obligations or exercise its rights under the terms of this User Agreement and/or in connection with Our Website or services due to circumstances beyond our control, including, but not limited to, by reason of acts of God, fires, strikes, labor disputes, accidents, embargoes, riots, floods, earthquakes, pandemics, wars, acts of terrorism, or governmental actions, we may suspend our obligations in connection with the Website, the Items, and this User Agreement hereunder for a period equal to the period during which we are unable to commence or complete performance of its obligations for any of the reasons set forth herein.

21. **SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF**

You acknowledge and agree that any breach of this User Agreement or damage to Our Website or services by you, on your behalf, or in connection with your account will cause immediate, irreparable injury to TheAuthority.com and to Dynamics where there is not an adequate remedy at law. We maintains the right to enforce this Agreement and any of its provisions by seeking injunction, specific performance, or other equitable relief without prejudice to any other legal or equitable relief to which it may have for breach of this Agreement and without the obligation to post a bond or other security and without any additional findings of irreparable injury, proving damages, or other conditions to injunctive relief.

22. **CHANGES TO THIS POLICY**

We reserve the right to make changes to this User Agreement over time but we will post such changes on our websites in a timely manner as we make them. To that end, we will provide the Effective Date of the current version of this User Agreement. By using Our Websites or services you consent to and agree to this User Agreement in its current form as posted on Our Websites or services.

This Policy is effective as of November 18, 2025.