PrizePicks Packs™ Terms of Service

Effective Date: October 14, 2026

IMPORTANT NOTICE: PLEASE READ THESE TERMS CAREFULLY. THESE TERMS AFFECT YOUR LEGAL RIGHTS AND REMEDIES AND THEY CONTAIN PROVISIONS GOVERNING HOW YOU CAN BRING CLAIMS AND/OR RESOLVE DISPUTES BETWEEN YOU AND PRIZEPICKS, **INCLUDING THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN §23 TITLED "DISPUTE RESOLUTION, ARBITRATION AGREEMENT AND CLASS ACTION WAIVER"**. THE ARBITRATION AGREEMENT REQUIRES YOU TO RESOLVE ALL DISPUTES WITH PRIZEPICKS ON AN INDIVIDUAL BASIS AND, WITH LIMITED EXCEPTIONS, THROUGH FINAL AND BINDING ARBITRATION.

THESE TERMS ALSO INCLUDE A LIMITATION OF PRIZEPICKS' LIABILITY TO A MAXIMUM OF $250 OR THE TOTAL AMOUNT YOU PAID FOR THE PACK(S) OR TRANSACTION(S) GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, TO THE EXTENT ALLOWED BY APPLICABLE LAW (SEE § 22) AND A LIMITATION OF YOUR TIME TO FILE ANY CLAIMS TO A MAXIMUM OF ONE YEAR (SEE § 28). IT IS YOUR RIGHT TO CONSULT WITH AN ATTORNEY OR OTHER ADVISOR PRIOR TO ACCEPTING THE TERMS AND PURCHASING PRODUCTS. WE STRONGLY ENCOURAGE YOU TO DO SO BEFORE PROCEEDING.

Welcome to PrizePicks Packs! PrizePicks Packs is an ecommerce platform (the "Platform") that offers repackaged collectible trading cards ("Product(s)") to customers. Each Product offering consists of one or more repackaged tangible collectible trading cards that PrizePicks Packs customers purchase from PrizePicks Packs for a preset price. Following purchase of a Product, customers may then choose to store the card(s) contained in the purchased Product with PrizePicks for a limited time, sell the card(s) back to PrizePicks Packs for a disclosed price (except as otherwise provided in § 7.8 for Shipment-Only cards), or have the card(s) shipped to an address of the customer's choosing following payment of shipping and handling charges. Before making purchases on PrizePicks Packs, please take some time to carefully read these Terms of Service ("Terms"). Our Privacy Policy ("Privacy Policy") is located at https://www.PrizePicks.com/privacy-policy; this document is expressly incorporated into these Terms and you are agreeing to it by acknowledging your receipt and acceptance of the Terms and the other documents described in this paragraph.

While some additional definitions are provided below, the following words are used throughout the Terms. When we say "PrizePicks Packs," "we," "us," "our," and/or "Company," we mean WMSC LLC d/b/a PrizePicks Packs, a Delaware limited liability company, collectively with its parents, subsidiaries, affiliates, agents, representatives, consultants, employees, officers, and directors. When we say "Site" we mean www.PrizePicks.com and any area available through that website or the App. When we say "App," we mean the PrizePicks mobile application, which includes the interface with PrizePicks Packs. When we say "Services," we mean the services related to the Products offered by PrizePicks, including any new features and applications, and the Site and App. When we say "User(s)", "Customer(s)" or "you," we

mean you, the PrizePicks Packs customer agreeing to these Terms and other customers of PrizePicks Packs.

1. Acceptance of Terms.

By downloading the App, using the Site, using the Platform, creating an Account, or checking the "agree" box on the Site or App's sign up page or Packs tab, you (a) acknowledge that you have read and understood the Terms; (b) represent that you are an adult where you reside, of legal age to enter into a binding agreement; (c) accept the Terms and agree that you are irrevocably, legally bound by them; (d) agree to be irrevocably bound by The PrizePicks Privacy Policy, PrizePicks Packs Full Rules, and all other operating rules, policies, and procedures that may be published on the Services by PrizePicks, which are expressly incorporated herein by reference. You should read all these Terms carefully, but we draw your attention specifically to the fact that by accepting the Terms, you agree, subject to opting out, to resolve disputes in accordance with § 23 of the Terms through binding arbitration (as described in that §23) and that PrizePicks' liability is limited to $250 or the amount of your purchase in accordance with §22, to the extent allowed by applicable law; and that if you do not bring a claim against PrizePicks within one year of that claim arising, you waive your right to assert that claim at all, as explained in § 28. If you do not agree to these requirements, do not use the Platform, do not purchase a Product, deactivate your Account, and delete the App from your devices.

In addition, a Product may be subject to additional terms and conditions adopted by PrizePicks. Your purchase of that Product means you agree to be subject to those additional terms and conditions, which are herein incorporated into these Terms by reference.

Important Note: these Terms cover general use of the PrizePicks Packs ecommerce platform. If you are using PrizePicks for daily fantasy sports ("DFS") and for general terms about the Services, please refer to https://www.prizepicks.com/help-center/terms-of-service ("DFS Terms"). The DFS Terms and these Terms are intended to be read in conjunction with each other as much as possible. If there is a conflict between the DFS Terms and these Terms, these Terms shall control to the extent of the conflict. If you are using PrizePicks for purchasing and selling cleared swap contracts via PrizePicks' affiliated Futures Commission Merchant ("FCM") operation, please refer to https://www.prizepicks.com/predict-regulatory. That page contains important documents covering the FCM operation, including the FCM Customer Agreement, which serves as the terms and conditions of your use of the FCM.

2. Modification to Terms.

PrizePicks reserves the right, at its sole discretion, to modify or replace these Terms or the separate policies incorporated by reference into them at any time. The most current version of these Terms and separate policies will be available via the Site and App.

PLEASE REGULARLY CHECK THE PLATFORM TO VIEW THE THEN-CURRENT TERMS

Revised Terms apply immediately, except that PrizePicks cannot and will not revise the rules governing an arbitration once it has received a compliant notice of a particular dispute, as explained in § 23.1. You will be deemed to have accepted any amendment to our Terms so long as you maintain an active Account

or maintain deposited funds in your Account for seven days after amended Terms are posted. Further, all actions and matters related to fraud, misrepresentation, cheating, theft, or other conduct that PrizePicks, in its sole discretion, deems to be improper, shall be governed by the most recent version of these Terms that you have accepted, regardless of when the improper action occurred.

PrizePicks reserves the right to modify, suspend, or discontinue the Platform, including, but not limited to, the availability of any text, graphics, sounds, files, software or other information found on the Site and App (collectively, "Content"), feature, or database, whether temporarily or permanently, at any time for any reason. You agree that PrizePicks shall not be liable to you or to any third party for any modification, suspension, or discontinuation of the Platform. PrizePicks may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

3. License Grant.

Subject to these Terms, PrizePicks grants you a limited, nonexclusive, and nontransferable license to:

(a) download, install, and use the App for your use on handheld and mobile devices owned or otherwise controlled by you (collectively, "Device") strictly in accordance with the App's documentation; and

(b) access, stream, download, and use on such Device, the Services made available in or otherwise accessible through the Site or App, strictly in accordance with the Terms.

4. Reservation of Rights.

You may not (a) modify the Content or use the Content or Services for any commercial purpose or any public display, performance, sale or rental; (b) decompile, reverse engineer, or disassemble software Content except and only to the extent permitted by applicable law; (c) remove any copyright or other proprietary notices from the Content; or (d) transfer the Content to another person. PrizePicks and its licensors and service providers reserve and retain their entire right, title, and interest in and to the Content and Services, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in the Terms. PrizePicks shall have the right to assert and enforce the provisions of this § 4 directly on its own behalf or on behalf of any relevant third-party.

PrizePicks may terminate this license at any time if you are in breach of these Terms. Upon termination, you agree to immediately destroy any copies of the Content in your possession.

5. PrizePicks Account.

You may browse certain portions of the Services without creating an Account. To purchase Products, Deposit (as defined below) and withdraw funds, redeem promotional or bonus funds, receive or use a Buyback Offer, or use other Account-only features, you must create and maintain a PrizePicks account ("Account").

As of the Effective Date, Users must be at least 18, 19, or 21 years of age to open an Account, depending on the User's Eligible Jurisdiction (as further defined below) of residence. It is your sole and ultimate responsibility as the User to provide honest and accurate information regarding your age and birthdate, and to know the minimum age to purchase Products for the Eligible Jurisdiction in which you are located at any given time. See § 6.1 for more information about age eligibility.

To sign up for an Account, you must submit a username, password, mailing address, phone number, driver's license, date of birth, and social security number. You must provide accurate, complete, and updated registration information, identification details, and any other personal identifying information and/or form of authentication that PrizePicks may, in its sole discretion, request, including, but not limited to, personal identifying, financial or banking information necessary for the purposes of: tax reporting; third party or regulatory audits; reports to any law enforcement or other governmental or quasi-governmental agency; verification of your identity, age, location, payment method, shipping address or eligibility; or otherwise to assist PrizePicks in the performance of its duties and obligations. PrizePicks may use service providers to perform verification activities, as described in the Privacy Policy.

To purchase Products you will first need to deposit funds into your Account ("Deposit" or "Depositing"). In order to Deposit, you may be required to submit your billing information as well as additional personal, financial or banking information. If your Account information changes, then you must provide us with accurate and complete information.

PrizePicks may permit Users to set their own usernames. You may not use a username that impersonates another natural person (living or deceased), promotes a commercial venture or that PrizePicks, in its sole discretion, deems offensive or otherwise a violation of the Terms. PrizePicks may require you to change your username or may unilaterally change your username.

PrizePicks may place limits on your account for legal, regulatory, or other relevant purposes. These limits may include deposit limits (as described in § 9) and purchase limits. Limits will be set in PrizePicks' sole discretion and are subject to change.

5.1 Account Misuse, MultiAccounting, Account Sharing, Structuring

You agree that the sole and specific purpose of creating an Account on PrizePicks is to purchase Products and/or participate in PrizePicks' FCM and/or DFS offerings. PrizePicks shall be entitled to suspend, limit, deactivate or terminate your Account, if we determine, in our sole discretion, that you are violating these Terms; violating or conspiring to violate any local, state or federal law or regulation; depositing funds without the intention of using them to purchase Products; violating, or causing PrizePicks to violate any agreement it has with any third party, including payment processors and other financial institutions; or otherwise abusing or misusing the Site or App in any way whatsoever. We may also report such activity to relevant authorities and/or third-parties (including, but not limited to, PrizePicks' vendors and partners, payment processors, banks, and credit card companies) and provide any and all of your personal, financial, banking or other information we possess or have access to.

Each User may establish only one (1) Account. Users may not "co-own" or share Accounts. Users may not use or in any way control another person's Account. Users shall not direct, control, or otherwise use another User's Account in any manner whatsoever, including as a proxy for the User's own Account, to Purchase Products, or to evade any restrictions, limitations or suspensions placed on the User's own Account. A User may not transfer funds from the User's account to another User's account. Further, Users may not use, direct, or control any Account other than their own for any purpose, including, but not limited to avoiding Account limits, suspensions, or responsible gaming related limitations; evading other Account restriction(s) whether self-imposed or imposed by PrizePicks; abusing promotional or bonus offerings, such as referral bonuses, for which each Account is eligible; or structuring a Deposit, purchase, Buyback Offer, or withdrawal, whether through multiple Accounts or coordination with another User, or

any other means. The Account misuses and duplications described in this § 5.1 shall collectively be referred to as "MultiAccounting". MultiAccounting is a violation of these Terms and may constitute a violation of state or federal law or regulation in some of the states in which PrizePicks operates. In the event that PrizePicks, in its sole discretion, determines that you have committed MultiAccounting, then, in addition to any other rights that PrizePicks may have at law, equity or created herein, PrizePicks reserves the right to: (i) suspend or terminate any or all of your Accounts (and all other Accounts associated with the MultiAccounting); (ii) cancel any pending or in-progress purchases made on the Accounts associated with the MultiAccounting; (iii) recover amounts you obtained through the MultiAccounting, including Buyback proceeds you already withdrew; (iv) terminate pending purchases; (v) seize or remove all promotional or bonus balances, bonuses or free packs previously awarded to each Account(s); (vi) hold funds in the Account(s) during an investigation and recover funds you obtained through the violation, and return the rest of the balance under § 9.6; and (vii) report you to any relevant authority, including a tax authority, for violation of applicable law or regulation.

PrizePicks may treat a violation of this § 5.1 as MultiAccounting under this § 5.1, whether or not more than one Account is involved, and PrizePicks may pursue any remedy available under this § 5.1 or applicable law, including reporting the activity to the Internal Revenue Service or other tax authority.

5.2 Account Confidentiality

Please keep your username and password secure. Please use a strong password; PrizePicks requires that passwords have at least 8 characters, including at least 1 uppercase letter, 1 lowercase letter, 1 number, and 1 special character. You are solely responsible for maintaining the confidentiality of your Account and password and for restricting access to your computer or other Device(s). You agree to accept full responsibility for all activities, charges, and damages that occur under your Account. It is a violation of these Terms to knowingly allow another person to use your Account to purchase Products. If you discover an unauthorized use of your Account, or other known Account-related security breach, you must report it to PrizePicks immediately. You agree that you are responsible for anything that happens through your Account until you close your Account or prove that your Account security was compromised due to no fault of your own. PrizePicks shall not be liable for any loss or damage arising from your failure to comply with this § 5.2.

PrizePicks may force a password change if we have reason to believe that your password may have been misused or compromised. You will receive instructions via email or through messaging on the platform if this happens.

6. Eligibility for Purchases.

Generally, you may access the Site and App in any state, territory, or jurisdiction. However, in order to purchase Products, you must be physically located within one of the states, territories, or jurisdictions in which PrizePicks operates and makes the Platform available for Product purchases (collectively, "Eligible Jurisdictions," and each an "Eligible Jurisdiction"). A full list of Eligible Jurisdictions, which may be updated from time to time at PrizePicks' sole discretion, can be found on the Site and App. "Excluded Jurisdiction(s)" shall mean the states, territories, and jurisdictions that are not Eligible Jurisdictions.

6.1 Age Restrictions

As of the Effective Date, eligibility requirements to purchase Products, including minimum age, may vary depending on the sole discretion of PrizePicks. Eligibility requirements are subject to change, at PrizePicks' sole discretion, without prior written notice. PrizePicks may publish its current minimum age requirements in the legal disclosures in its marketing communications, but actual requirements for purchasing Products are governed solely by the terms and conditions contained herein, including § 6.2. In no instance may a User purchase a Product if the User is less than the minimum age PrizePicks has set for the Eligible Jurisdiction at issue at the time of the purchase, and failure to comply with any eligibility requirements, including minimum age restrictions, is grounds for permanent expulsion from PrizePicks.

6.2 General Eligibility

By creating an Account, Depositing, claiming promotional or bonus funds, or purchasing a Product, you are representing and warranting that you meet PrizePicks' minimum age requirements to engage in such activities in the state where you live (18, 19, or 21 years of age or older, depending on the rules for your local Eligible Jurisdiction); you are a citizen or resident of the United States of America and you have an address in the United States of America; at the time of Deposit or Product purchase, you are physically located in an Eligible Jurisdiction; you are not listed on any governmental list of prohibited, restricted or self-excluded individuals related to PrizePicks' other lines of business; you will abide at all times by these Terms, and any other agreements between you and PrizePicks regarding your use of the Services or purchase of Products; and if applicable you are not subject to backup withholding tax because: (a) you are exempt from backup withholding, (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding. You further agree and warrant that you will immediately notify PrizePicks prior to any payments if you become subject to backup withholding at any time.

If PrizePicks, in its sole discretion, determines that you do not meet the eligibility requirements of this § 6, then you are not authorized to use the Services, including purchasing Products. PrizePicks may require you to provide proof of eligibility according to this § 6 prior to purchasing a Product, reselling a card to PrizePicks or withdrawing funds. This includes by requiring an affidavit of eligibility or other verification information. See § 9.6 for the effect of incomplete verification on withdrawals and Buyback Offer payments. You consent to PrizePicks monitoring and recording your activity and specific geographic location information related to your purchase of a Product.

If PrizePicks otherwise determines that you do not meet the eligibility requirements of this § 6, in addition to any rights that PrizePicks may have in law or equity, PrizePicks reserves the right to terminate your Account, cancel any purchases, hold withdrawals while verification is pending, and recover buyback proceeds you received on those purchases. PrizePicks also reserves the right to withhold revoked purchases to use in furtherance of its compliance, fraud prevention or anti-money laundering efforts.

PrizePicks may require you to verify your identity, age, location, or eligibility at any time, including before you make a Deposit, purchase a Product, resell a card to PrizePicks, or withdraw funds, and may require you to re-verify at any later time. PrizePicks may request verification for any reason, including a request from a payment processor, bank, or governmental authority; a purchase, resale, or withdrawal above an amount PrizePicks sets; or PrizePicks' own suspicion of fraud, underage use, or another

violation of these Terms. Verification may include a government-issued photo identification, proof of address, an affidavit of eligibility, or other documentation or information PrizePicks reasonably requests. PrizePicks may use one or more third-party service providers to perform this verification, as described in the Privacy Policy. See § 9.6 for the effect of incomplete verification on withdrawals and Buyback Offer payments. If you do not complete verification that PrizePicks requests, PrizePicks may suspend or terminate your Account, in addition to any other remedy this § 6 or § 9.6 provides. You consent to PrizePicks monitoring and recording your activity and specific geographic location information related to your purchase of a Product.

Subject to § 9.6 and any account use requirements in the DFS Terms or FCM Customer Agreement, as long as there are no pending investigations on your Account, you may close your Account and withdraw your Deposits and/or proceeds of accepting Buyback Offers at any time and for any reason.

7. Purchases.

After you create an Account, you will be able to visit the Site or App and view the Products available for sale. All Product prices are displayed to you prior to purchase. You can view Product types available for purchase and the value-range and probability disclosure for each Product type, as further described in § 7.14.

It is your responsibility to know and understand the rules, disclosures and disclaimers for the Product you want to purchase. Rules, disclosures and disclaimers for Products, which may be updated from time to time at PrizePicks' sole discretion, may be found at the applicable link on the Product menu on the Site or App. If the rules, disclosures or disclaimers for a Product conflict with these Terms, the rules will control to the extent of the conflict. If the Rules for a Product conflict with any general rules found in the Site and App Help Center ("Full Rules"), the rules for the Product will control to the extent of the conflict.

Please note that you must meet all eligibility requirements and otherwise comply with any other applicable rules to purchase a Product. In particular, due to restrictions in certain states, territories, and/or jurisdictions, residents of the Excluded Jurisdictions are not eligible to purchase Products. You grant PrizePicks the right to stop, reverse, or otherwise place a sanction on your transaction if PrizePicks suspects that you failed to satisfy all eligibility requirements. If, following an investigation, PrizePicks determines that you are eligible to participate, then PrizePicks will complete your transaction. Additionally, if PrizePicks discovers that you do not meet eligibility requirements after you have withdrawn from your Account, then PrizePicks may, as it solely deems appropriate, recover funds from your Account or ask the payment provider to reverse payments.

7.1 Full Rules

In instances where there may be a direct conflict between these Terms and the Full Rules, the Full Rules control to the extent of the conflict. See § 7 for other interactions between the Full Rules and these Terms.

7.2 Product Pricing

Pack prices vary from pack to pack. When you choose to buy a Product and complete the purchase process, the requisite Product price will be debited from your PrizePicks Account. All payments are final. No refunds will be issued, except as otherwise provided in these Terms. See § 8.2 for information about refunds.

7.3 Conditions for Purchase

To be eligible to purchase a Product, you may be required to provide PrizePicks with additional documentation and/or information to verify your identity as the Account holder, and to provide proof that all eligibility requirements are met.

In the event of a dispute regarding the identity of the person purchasing the Product, the Product will be deemed to have been purchased by the person named on the profile of the Account used in the purchase, or if possession of the Account itself is contested and, in PrizePicks' sole opinion, sufficiently uncertain, the name in which the email address on file was registered with the email service provider.

By purchasing a Product, you agree to be bound by the Terms, the Full Rules, and the Product rules as administered by PrizePicks, which shall be final and binding in all respects. If you engage in conduct or otherwise use any information PrizePicks deems to be improper, unfair or otherwise adverse to the operation of the Platform, PrizePicks at its sole discretion may disqualify you, refuse to sell Products to you, or pursue any other remedies available to us under applicable law.

Except as otherwise provided in the Terms, categories of individuals prohibited from purchasing a Product include PrizePicks employees and their immediate family members, operators or employees of competing platforms, self-excluded persons under § 19, and persons otherwise deemed ineligible at PrizePicks' sole discretion for violations of applicable law, the Product rules, Full Rules, or Terms.

PrizePicks may approve deviations from the requirements and restrictions of this § 7.3 at its sole discretion for specific situations upon request, if permitted by federal and state law. Users further acknowledge that the forfeiture and/or return of any Product shall not restrict PrizePicks from pursuing criminal or civil proceedings in connection with the conduct giving rise to the forfeiture or return.

7.4 No Gambling; Nature of Purchase; Animation

The Services may not be used for any form of gambling, wagering, sports betting, or other game of chance, and you hereby agree that Products purchased on the Platform are a retail purchase of repacked physical collectible trading cards for a disclosed price, containing contents within a reasonable range of value relative to that price, and do not constitute gambling, wagering, a lottery, or a game of chance, and you agree not to assert otherwise or to allow anyone else to assert otherwise on your behalf.

Products are not securities, investment contracts, or financial instruments. A Product does not represent equity, debt, revenue share, or any ownership interest in PrizePicks or any other entity. The Buyback Offer PrizePicks discloses for a card is a feature of the Product, not a promise of profit, and you should not purchase a Product with an expectation of profit based on PrizePicks' efforts, including PrizePicks' management of Buyback Offers or fair market value determinations. You are purchasing a Product for your own collection and enjoyment.

PrizePicks determines which card you receive when you make your purchase. The Platform may then show you an animation or other visual effect as or soon after you open your pack. That animation is for entertainment only. It does not select, affect, or change the card you receive.

7.5 Fair Market Values; Disclosure

PrizePicks determines the fair market value ("FMV") of a card primarily by reference to one or more independent third-party collectible valuation services. PrizePicks may consider recent transaction data for the same Product or equivalent cards to the Product. PrizePicks may also take into account other factors it determines are relevant to a Product's value, at PrizePicks' discretion, including if there is no valuation for the card available through independent valuation services. PrizePicks' FMV may not match any particular third-party valuation or other published market value. See § 7.14 for additional risk disclosures related to card value and resale.

7.6 Products

You may not substitute a card or transfer it to another person while it is in your card locker. If a legal authority challenges the sale or your receipt of a Product, PrizePicks may cancel the sale and refund the price you paid.

EXCEPT AS THIS § 7.6 AND § 7.11 EXPRESSLY STATE, THE COMPANY SELLS PRODUCTS “AS IS” AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT A CARD WILL KEEP OR INCREASE ITS VALUE OR THAT ITS VALUE WILL MATCH ANY THIRD-PARTY VALUATION. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THIS EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER RIGHTS THAT VARY BY STATE.

A card is sold raw (ungraded) unless the Pack or card listing identifies a grade from a named grading company. PrizePicks sources and ships raw cards free of creases, tears, and significant surface damage. A raw card may show minor wear consistent with normal handling, and a grading company may grade it differently than you expect. PrizePicks does not state a grade for a raw card. A graded card is sold in the grading company’s case with the grade that company assigned. PrizePicks does not assign or verify that grade. PrizePicks does not independently authenticate raw cards. If you believe a card is not authentic, tell PrizePicks within 30 days after delivery, and (other than the window to report) § 7.11(b) will apply.

7.7 Title

Legal title to each card you purchase transfers to you upon completion of the purchase and successful completion of payment. A card will not be physically shipped to you at the time of purchase but requires an additional selection by you. Completion of purchase constitutes delivery and completion of PrizePicks’ fulfillment obligation. Following delivery (even if not shipping), the storage, custody, management, transfer, withdrawal and shipment of the card, and any associated risk of loss, are governed by these Terms.

7.8 Buyback Offers; Shipment-Only Cards

When you purchase a card that is not a Shipment-Only card, PrizePicks will display a buyback price for that card (a "Buyback Offer"). We will disclose the general methodology used to calculate the Buyback Offer amount, including the pricing data source(s) referenced (e.g., a named third-party market index or our own recent comparable sales), and whether the offer reflects a percentage of that reference value. A Buyback Offer is a feature of the Product and is available to you at your option; accepting it does not constitute a wager payout, prize redemption, or cash-out of a bet.

Proceeds from an accepted Buyback Offer will be deposited in your Account. Amounts that are mistakenly credited to your Account remain our property and will automatically be transferred from your Account upon confirmation of the error. Any amounts mistakenly credited to your Account that have been withdrawn by you before confirmation of the error will constitute a debt owed by you. PrizePicks may recover amounts credited in error, including by debiting your Account or requesting reversal of a payment.

You agree that PrizePicks is under no obligation to: (i) make a Buyback Offer for a card; (ii) maintain a Buyback Offer for any specific period of time, whether or not such time has been displayed previously to you, and that PrizePicks may terminate a Buyback Offer any time; or (iii) collect or remit taxes on your behalf absent the acceptance of a Buyback Offer.

PrizePicks may designate a card as eligible for shipment only, and not buyback, when the card is selected (a "Shipment-Only" card). PrizePicks may make this designation for a card that:

(a) PrizePicks has decided not to buy back, including a card that PrizePicks treats as rare, limited, or otherwise special and does not want to recirculate through the Platform; or
(b) has a market value that fluctuates too unpredictably or frequently for PrizePicks to set a reasonable price.

PrizePicks will not make a Buyback Offer for or buy back a Shipment-Only card. You must have a Shipment-Only card shipped to you; PrizePicks will not offer you any other disposition for that card. PrizePicks will disclose a card's Shipment-Only status to the customer following the purchase of the card. PrizePicks may add a card to, or remove a card from, Shipment-Only status at any time. A change in a card's status does not affect a card you have already purchased.

7.9 Shipping

(a) Requesting shipment. You may request shipment of a card in your card locker by selecting to ship the card and paying the shipping and handling fee. PrizePicks shows the fee and any sales tax before you confirm. You must request shipment before the period in § 7.10 ends. You may cancel a shipment request for one (1) hour after requesting shipment. If a Shipment-Only card is still in your locker when the § 7.10 period ends, PrizePicks will ship it to the address on your Account and charge the fee to your Account. If your balance is insufficient, PrizePicks will notify you and hold the card for 7 days while you add funds.

(b) Where PrizePicks ships. PrizePicks ships only to street addresses in the United States. It does not ship to P.O. boxes. You must give PrizePicks a complete and accurate address. PrizePicks may decline to ship to an address it reasonably suspects is connected to fraud or a violation of these Terms. If it does, PrizePicks will notify you and work with you on another address or, for a card that is not Shipment-Only, a Buyback.

(c) Timing and delays. PrizePicks displays estimated shipment time in the Platform. If you cancel shipment, PrizePicks will refund the shipping fee.

(d) Carrier and signature. PrizePicks chooses the carrier and service and insures each shipment.

(e) Delivery and risk of loss. A card is delivered when the carrier delivers it to the address you gave, or records it as delivered. Risk of loss passes to you when PrizePicks gives the card to the carrier, except as § 7.11 describes.

(f) Undeliverable shipments. If a carrier returns a card because the address was incomplete or incorrect, or because delivery was refused, PrizePicks will notify you and hold the card for 7 days. You may request reshipment by paying a new shipping fee. The three-day limit in § 7.10 does not apply to a returned card. After 7 days, if you have not successfully initiated reshipment, you will be deemed to have accepted the Buyback Offer. Before a card is tendered for shipment, § 7.10 governs loss of a card in your card locker.

7.10 Card Locker

All statements in this § 7.10 regarding Buyback Offers are subject to § 7.8. PrizePicks may make available to you a "card locker", where you can store the cards you own while you decide whether to ship a card to an address of your choosing or accept the Buyback Offer. After you purchase a Product, PrizePicks will ask you to choose between a Buyback Offer or storing it in your card locker.

IF YOU CHOOSE TO STORE A CARD IN YOUR CARD LOCKER, YOU MAY STORE IT FOR A MAXIMUM OF THREE DAYS. PrizePicks will display the Buyback Offer price for that Product in your card locker for the full three-day period.

At purchase you receive the right to require PrizePicks to repurchase the card at the Buyback Offer price at any time during the period the card is stored in your card locker. If you have not elected shipment by the end of that period, you will be deemed to have exercised that right. By affirmatively selecting "Save to Locker" instead of selling it back immediately, you are choosing to store the card in the card locker subject to these terms. PrizePicks will buy the card back from you at the displayed price under your election, or, if the card is a Shipment-Only card, it will be shipped instead.

PrizePicks will display in your card locker the amount of time you have to decide between shipment and a Buyback Offer. PrizePicks will send you a reminder notification at least 24 hours before the three-day period ends, including push notifications or texts to the extent you have authorized PrizePicks to send those communications to you. PrizePicks may extend the three-day deadline in its sole discretion.

In its sole discretion, PrizePicks may place a cap on the number of cards you can have in your card locker, to manage inventory or discourage misuse of the platform. Once you reach the cap, the Company will restrict your ability to purchase additional packs until your card locker inventory falls below the cap.

In the event of any loss of cards in your card locker, PrizePicks will credit your account with the FMV, as defined in §7.5, of such cards, calculated as of the time of purchase.

7.11 Inventory; Loss; Insolvency

(a) Inventory. If PrizePicks cannot locate or ship a card you have requested for shipment, including because the Product is lost, mislabeled, or otherwise unavailable, PrizePicks will notify you. PrizePicks will then either credit your Account with the FMV of the card, calculated as of the time of purchase, plus any shipping fee and/or sales tax you already paid, or ship you a replacement card with materially similar characteristics. PrizePicks will tell you which of these it has chosen.

(b) Loss. If a carrier loses or destroys a card after PrizePicks tenders it for shipment, PrizePicks will credit your Account with the FMV of the card, calculated as of the date you purchased the card. This is the maximum amount PrizePicks owes you for a loss under this paragraph (b). You do not need to file a claim with the carrier; PrizePicks will handle that. You must tell PrizePicks within ten (10) days after a card is delivered, or is recorded as delivered, if the card is damaged, incorrect, or does not match your purchase. If you do not tell PrizePicks within that period, you agree that the delivered Product satisfies PrizePicks' obligation for that purchase. If you notify PrizePicks within that period, PrizePicks will, at its election, credit your Account with the FMV of the card or ship you a replacement card with materially similar characteristics. PrizePicks will tell you which of these it has chosen. To the extent permitted by law, these remedies are your exclusive remedy for a lost, damaged, incorrect, or non-conforming card.

(c) Insolvency. PrizePicks holds cards you own but have not yet received as custodian, not as owner. These cards are not PrizePicks' assets. If PrizePicks becomes insolvent, enters receivership or bankruptcy, or otherwise ceases operations, cards you own are not available to satisfy claims of PrizePicks' creditors. In that event, PrizePicks will notify you and give you 30 days to request shipment of cards you own. If you do not request shipment within that period, PrizePicks may transfer custody of those cards to a successor custodian, who will hold them subject to these Terms, or treat unclaimed cards as required by applicable unclaimed property law.

7.12 Source of Funds

We may request additional identity, payment, source-of-wealth or source-of-funds verification before processing a purchase, buyback, or withdrawal, and may delay, decline, or reverse any transaction when we reasonably deem it necessary to fulfill our legal or regulatory obligations, or where we reasonably suspect a violation of these Terms.

7.13 Sanctions

You represent and warrant that you are not (a) located in, or a resident of, any country subject to a comprehensive U.S. trade embargo; (b) identified on the U.S. Treasury Department's Specially Designated Nationals list or any comparable restricted-party list; or (c) using funds derived from illegal activity to purchase Products, participate in a Buyback Offer, withdraw funds, or otherwise transact on the Platform. We may request additional identity, payment, or source-of-funds verification before processing a transaction and may delay, decline, or reverse a transaction where we reasonably suspect a violation of this provision.

7.14 Risk Disclosure

By purchasing a Product, you acknowledge and agree that there are various risks inherent in your purchase. This Section summarizes risks addressed elsewhere in the Terms and does not limit or replace those provisions.

(a) Randomness and Value Variance. Before you complete a purchase, PrizePicks will display the value range(s) a Product may yield and the probability of each value tier, based on that Product type's then-currently available card inventory. These value ranges and probabilities change throughout the day as inventory is sold to other customers, and the specific values and probabilities shown to you apply only at the time they are displayed. The card you receive from a Product is selected at random within the

disclosed range(s), and the actual distribution of cards within a disclosed range is not necessarily equal. The value of the card you receive may be more or less than the price you paid.

(b) Condition and Grading. See § 7.6 for the condition in which PrizePicks sells ungraded ("raw") cards.

(c) Resale and Liquidity. A Buyback Offer, if made, reflects PrizePicks' own disclosed methodology. It is not a guarantee that you can sell a card for any particular price, or at all, if PrizePicks does not make or maintain a Buyback Offer for that card.

(d) Shipping and Delivery. See §§7.9 and 7.11 for when risk of loss passes to you and how PrizePicks handles a lost, damaged, or undeliverable card.

(e) Storage. See § 7.10 for the time limits and consequences of storing a card in your card locker.

See also §7.4 (nature of your purchase), §21 (Warranty Disclaimer), and §22 (Limitation of Liability).

8. Refunds and Cancellation.

8.1 No Refund

All purchases are final. No refunds will be issued. If a User wants to sell a card back to PrizePicks, that is an existing feature of the Product and is available to you at your option that will be handled in accordance with § 7.8.

8.2 Disqualification and Cancellation by PrizePicks

PrizePicks, in its sole discretion, may disqualify you from the Platform, refuse to sell Products to you, cancel a purchase, or suspend, limit, deactivate or terminate your Account if you engage in conduct PrizePicks deems, in its sole discretion, to be improper, unfair, fraudulent, in violation of the Terms or is otherwise adverse to the operation of the Service or in any way detrimental to other Users.

(a) Subject to §5.1, if PrizePicks deactivates or terminates your Account, and you have cards in your card locker, PrizePicks will buy the cards back from you at the displayed price under your election described in § 7.10, or, if the card is a Shipment-Only card, it will be shipped instead.
(b) If PrizePicks deactivates or terminates your Account, and you have a remaining balance in your Account wallet, PrizePicks will make the balance available to you for withdrawal to a third-party payment source, subject to legal holds or seizure of those funds under the Terms.

We reserve the right, in our sole discretion, to cancel or suspend the sale of any Product for any reason, including limited inventory, safeguarding the administration, security, fairness, integrity, or proper operation of the Services, or a pricing error, mislabeled Product, or technical malfunction that caused a Product to be offered or sold at an incorrect price or on incorrect terms. If PrizePicks cancels a sale under this paragraph for a reason other than your own conduct, PrizePicks will refund the amount you paid for that Product, including any shipping fee or sales tax you already paid, to your Account.

9. Deposits and Withdrawals.

9.1 Deposits

To purchase a Product, you will be required to Deposit by any of the methods permitted on the Services. Such funds will be deposited into your Account upon actual receipt of the funds by PrizePicks. Minimum and maximum limits may be applied to Deposits, depending upon your history with the Services, method of deposit, jurisdiction-imposed limits, self-imposed limits, and other factors determined solely by PrizePicks.

9.2 Charge Backs

If a Deposit is charged back, PrizePicks may reverse purchases made with it, cancel related Buyback proceeds, and debit your Account for the charged-back amount. If your balance is insufficient, you owe PrizePicks the shortfall.

9.3 Payment Methods

You may remove a payment method from your Account no more than once per calendar month and no more than five (5) times in any 12-month period. This limit helps protect your Account and PrizePicks from fraud. It does not apply if the payment method is lost, stolen, expired, or compromised, or if you ask PrizePicks to delete personal information under the Privacy Policy. PrizePicks may remove a payment method at any time if it reasonably suspects fraud or misuse. Removing a payment method does not delete transaction records PrizePicks must keep by law.

9.4 Support Related to Deposited Funds

Users who believe that funds held by or their Accounts with PrizePicks have been misallocated, compromised or otherwise mishandled, may register a complaint with PrizePicks by emailing Support@PrizePicks.com. PrizePicks shall use its best efforts to respond to such complaints within ten (10) days.

9.5 Bonuses and Promotions

From time to time, PrizePicks may provide you with promotional programs such as drawings, contests, loyalty programs, credits, discounts or bonuses. Unless otherwise provided, promotional credits, discounts and bonuses have no cash value, are non-transferable, may only be used to purchase Products and cannot be withdrawn for cash.

9.6 Withdrawals

Subject to legal requirements where you reside or that govern PrizePicks and the provisions of the DFS Terms, you may request a withdrawal of funds from the available cash balance in your Account at any time. The minimum withdrawal is $10.00 (USD) except for account closure or inactivity (no minimum withdrawal in these circumstances) and unless otherwise required by state law or regulation. Withdrawals shall only be provided via an ACH bank transfer, an OCT transfer via an eligible credit card company’s push payment solution, or PayPal.

Processing of requested funds back may take up to five (5) business days, but PrizePicks reserves the right to freeze your Account and/or delay a withdrawal request for a reasonable period of time pending completion of any investigation of reported or suspected abuse. PrizePicks may also condition a withdrawal on your completion of the identity verification described in § 6.2. You do not have a claim to a withdrawal until you complete that verification if requested.

9.7 Account Inactivity Fee; Abandoned Accounts

To the extent allowed by law, if you have not purchased Products, entered a DFS contest, purchased contracts through our FCM, made a Deposit or a withdrawal, or submitted a support ticket for 18 consecutive months, your Account will be deemed inactive. PrizePicks will charge a fee of $4.00 per month on all inactive Accounts until reactivation or a $0.00 balance is reached, to the extent applicable law allows.

If your Account has a remaining balance that this fee does not reduce to $0.00, whether because applicable law limits the fee or your balance exceeds what the fee has reduced so far, PrizePicks will attempt to notify you using the contact information on your Account. If PrizePicks cannot reach you and applicable unclaimed property or escheatment law requires it, PrizePicks will report and remit your remaining balance to the relevant state as unclaimed property.

9.8 U.S. Dollars

All Deposits and withdrawals will be denominated in U.S. dollars unless otherwise expressly stated.

9.9 Taxation

All taxes associated with the purchase or sale of a Product or a card pulled from a Product are the sole responsibility of the purchaser.

Professional resellers and/or dealers, or anyone who qualifies as a registered reseller under applicable state law may claim a tax resale exemption by submitting a completed resale certificate to PrizePicks at Packs.Compliance@prizepicks.com including your name, state of registration, reseller permit or registration number, and a description of the property to be resold. The exemption applies to purchases made after a complete certificate is submitted. By submitting a certificate, you represent that it is true and accurate and that you qualify for the exemption claimed, and you agree to notify PrizePicks promptly if your status or registration changes. If PrizePicks later determines that a certificate was invalid, fraudulently submitted, or that purchases made under it were not for resale, you agree to be liable for, and to indemnify PrizePicks against, the resulting sales tax, penalties, and interest, and PrizePicks may charge that amount to your account or payment method on file and revoke your exemption.

10. Third-Party Payment Processor

PrizePicks uses third-party electronic payment processors and financial institutions (“Payment Processor(s)”) to process Deposits and/or payments for the Services. You agree to be bound by the terms and conditions of each applicable Payment Processor.

11. Marketing Cooperation.

By purchasing a Product or participating in a PrizePicks promotion, you agree to cooperate in advertising, marketing and publicity material and activities we may, at our expense, produce or arrange, including signing a release form allowing use of your name, photograph, and likeness for such promotional purposes.

12. Availability of the Services.

You acknowledge that there may be interruptions in service or events beyond our control. PrizePicks may limit access to the Services in Excluded Jurisdictions, and interruptions beyond our control shall not serve as a basis to demand refunds.

13. Use of Personally Identifiable Information.

PrizePicks may use automatic means to collect information about your devices and use of the Services. All information we collect is subject to the PrizePicks Privacy Policy.

14. Data Transmission.

Use of the Services may involve transmission of data through your carrier or service provider's network. You are responsible for all related fees or charges you incur from your carrier in connection with your use of the Services.

14.1 Text Messages. By providing PrizePicks a mobile phone number, you consent to receive text messages from PrizePicks related to your Account and transactions, including card locker reminders, delivery and shipping updates, security or fraud alerts, and other operational notices (collectively, "Service Texts"). Message and data rates may apply. Message frequency varies. You may revoke your consent to receive Service Texts at any time, by any reasonable method, including by replying STOP to a text message or contacting PrizePicks at Support@PrizePicks.com. PrizePicks will honor a revocation request within the time required by applicable law.

PrizePicks will separately obtain your prior express written consent before sending promotional or marketing text messages, as required by applicable law.

15. Updates for the App.

PrizePicks may from time to time develop and provide App updates, which may include upgrades, bug fixes, patches, and new features. You agree that PrizePicks has no obligation to provide updates or continue to enable any particular feature.

16. Rules and Prohibited Conduct.

As a condition of use, you agree not to use the Services for any purpose prohibited by the Terms or applicable law, including copying, reverse-engineering, impersonation, introduction of malicious code, or interference with the proper working of the Site or App. § 16.1 governs automated access to the Services.

16.1 Automated Access and Data Collection

You agree not to:

(a) use a robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means to access the Services, extract data from the Services, or interfere with the rendering or normal operation of the Services, without PrizePicks' prior written consent;
(b) collect or harvest information about other Users from the Services, including contact information; or
(c) use information obtained from the Services, whether or not obtained in violation of this § 16.1, for direct marketing, or to train or fine-tune an artificial intelligence or machine learning model, without PrizePicks' prior written consent.

16.2 Prohibited Conduct.

In addition to the conduct described in § 16.1, you agree not to:

(a) use a virtual private network (VPN) or similar tool for the purpose of circumventing a geographic restriction, an exclusion, or the one-Account limit described in § 5.1;
(b) use a jailbroken device, or any device running software or configurations not intended by its manufacturer, to access the Services;
(c) use a phone number for Account creation that is not issued by a telecommunications provider and linked to a single device or subscriber identity module (SIM);
(d) attempt a fraudulent financial transaction through the Services, including a payment card chargeback you know is unwarranted (this does not limit your right to dispute a charge in good faith with your card issuer); or
(e) exploit an error, bug, or unintended behavior in the Services in a manner inconsistent with its intended operation.

A violation of the first, fourth, or fifth item above is grounds for the remedies in § 5.1. A violation of the second or third item is grounds to suspend or terminate your Account, in addition to any other remedy available to PrizePicks under these Terms or applicable law.

17. Term and Termination.

These Terms are in effect from the Effective Date and terminate when replaced by new versions. PrizePicks may terminate the Terms at any time without notice, and may suspend or cancel your Account without notice or refund if you violate these Terms.

18. Advertisements and Third-Party Sites.

The Services may contain third-party advertisements, sponsorships, and links to third-party websites. PrizePicks is not responsible for the acts or omissions of any sponsor, advertiser, or third party, and your dealings with third parties are solely between you and them.

19. Self-Exclusion.

You may choose to self-exclude from the Services. During a self-exclusion period, PrizePicks shall prohibit the self-excluded User from establishing an Account, making deposits, or purchasing Products, subject to the terms described in this § 19.

20. PrizePicks Intellectual Property and User Content.

20.1 Intellectual Property Ownership.

PrizePicks has the appropriate license to or shall own all right, title, and interest in and to the PrizePicks technology. The PrizePicks name, logo, and product names are trademarks of PrizePicks or its licensors.

Team, league, player, card publisher, and grading company names, logos, images, and other marks that appear on the Services belong to their owners. Their appearance does not mean the owner sponsors, endorses, or is affiliated with PrizePicks or PrizePicks Packs, except where expressly stated.

20.2 User Content.

You are solely responsible for any User Content you submit. PrizePicks reserves the right to remove User Content for any reason at its sole discretion.

21. Warranty Disclaimer.

PRIZEPICKS DOES NOT WARRANT THAT YOUR USE OF THE SITE OR APP IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND DISCLAIMS SUCH WARRANTIES. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL IMPLIED WARRANTIES DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

PLEASE READ THIS § 22 CAREFULLY – IT CONTAINS A LIMITATION OF PRIZEPICKS' LIABILITY.

22. LIMITATION OF LIABILITY.

YOU AGREE THAT, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, PRIZEPICKS' LIABILITY TO YOU FOR ANY CLAIM, CAUSE OF ACTION, OR DISPUTE SHALL NOT EXCEED THE GREATER OF $250.00 OR THE TOTAL AMOUNT YOU PAID FOR THE PRODUCT(S) OR TRANSACTION(S) GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY TO PRIZEPICKS, ITS AFFILIATES, OR ITS/THEIR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, OR CONTENT PROVIDERS. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT (I.E., THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT), AND THE LIMIT ALSO INCLUDES ANY AMOUNT YOU MAY BE ENTITLED TO RECOVER ON ANYONE ELSE'S BEHALF OR UNDER ANY LEGAL THEORY OF COLLECTIVE RECOVERY.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, PRIZEPICKS, ITS AFFILIATES, OR ITS/THEIR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, OR CONTENT PROVIDERS SHALL NOT BE LIABLE UNDER CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION ANY EQUITABLE THEORY, WITH RESPECT TO OR ARISING OUT OF, OR RELATING TO THE SERVICES AND/OR THESE TERMS (I) FOR ANY LOST PROFITS; DATA LOSS; COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR

CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER ARISING; (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, REGARDLESS OF THE SOURCE OF ORIGINATION; (III) FOR ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY PRIZEPICKS OR A LAW ENFORCEMENT AUTHORITY REGARDING YOUR USE OF THE SERVICES OR WITH ANY AND ALL COPYRIGHT OWNERS; OR (IV) FOR ANY ERRORS OR OMISSIONS IN THE TECHNICAL OPERATION OF THE SERVICES, EVEN IF FORESEEABLE OR IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing in these Terms shall limit or exclude liability that cannot be limited or excluded under applicable law. Some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you, in which case the liability of PrizePicks, its affiliates, or its/their directors, employees, agents, partners, suppliers, or content providers shall be limited to the greatest extent permitted by law.

This § 22 does not limit PrizePicks ability to compensate for losses under §§ 7.10 and 7.11 or return account funds you own under §§ 8.2 and 9.6.

22.1 Indemnification.

You agree to indemnify, defend and hold harmless PrizePicks, its parents, subsidiaries, affiliates, and agents, from and against any and all losses, damages, liability, claims, settlements, and costs and expenses (including reasonable attorneys' fees) arising from or related to your participation on the Platform, your use of the Services, or your breach of the Terms.

PLEASE READ THIS § 23 CAREFULLY – IT SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

23. DISPUTE RESOLUTION, ARBITRATION AGREEMENT, AND CLASS ACTION WAIVER.

23.1 Informal Resolution

In instances when you or PrizePicks have a problem or dispute, the parties agree that good-faith informal efforts to resolve disputes often can result in prompt, low-cost, and mutually beneficial outcomes. However, the parties can only do this if they know about and understand the issue(s) raised. Therefore, for any problem, dispute, or legal claim that you may have with PrizePicks, you acknowledge and agree that you will first give PrizePicks an opportunity to resolve the problem, dispute, or legal claim before you initiate a claim through arbitration or litigation. This informal dispute resolution process applies whether you are proceeding individually or as part of a Mass Arbitration. The parties further agree that providing information regarding the event or circumstances that led to the dispute as close in time to the event or

circumstance as possible leads to more efficient resolution of disputes and can help the parties avoid further escalation.

Accordingly, to initiate the dispute resolution process, you must first send us a Notice of Dispute. A Notice of Dispute must contain a written description of your problem, dispute, or legal claim, including the specific Product purchase(s), transaction date(s), order or confirmation number(s) at issue, and all additional facts that will help PrizePicks understand the issue with the purchase(s) and/or the nature of your problem. You must send this written description via email to PrizePicks at Packs.Dispute@PrizePicks.com within 30 days after you knew or reasonably should have known of the problem, dispute, or claim described above, but in no event later than the time permitted under § 28. This request must be sent individually (either by you or your counsel on your individual behalf) not collectively with any other requests of any other User.

If PrizePicks intends to initiate an informal dispute resolution process with you, it will send a Notice of Dispute to you via electronic email to the email address associated with your PrizePicks account within 30 days of the event or circumstance causing the dispute.

If you elect to have your counsel initiate the informal dispute resolution process for you, you must submit to PrizePicks a document bearing your Verified Signature, as defined below, authorizing your counsel to initiate the informal dispute resolution process on your behalf.

A "Verified Signature" means a handwritten, wet-ink signature on a physical document (including a legible scan or photograph of one), or a signature executed through an identity-verified electronic signature platform. A typed name, an unverified cursor- or finger-drawn mark, or a signature affixed by counsel on your behalf does not qualify.

The party initiating a dispute under this § 23.1 — whether you, by sending a Notice of Dispute, or PrizePicks, by sending its own notice as described below — must request an informal conference to discuss and attempt to resolve the dispute in an efficient and low-cost manner. Accordingly, participation in an informal dispute resolution conference is a condition precedent that must be fulfilled before commencing arbitration. The parties further agree to meet and confer in person or by videoconference (hereinafter "Conference") to discuss the dispute and attempt to reach a mutually beneficial outcome that avoids the expenses of arbitration or, where applicable, litigation. The disputant must request in writing to schedule the Conference, and PrizePicks will work with you to schedule the Conference at a mutually acceptable date and time. Failure by the party initiating a dispute to request and participate in the informal dispute resolution process, including the Conference will preclude that party from recovering on, or from initiating arbitration or filing suit regarding, that dispute. To the extent you have taken any steps to initiate arbitration or have filed suit against PrizePicks without having requested and participating in the Conference, you agree that the arbitration proceeding or civil complaint is invalid and subject to immediate dismissal, that PrizePicks is not responsible for any costs or fees associated with that proceeding, and that you must dismiss it.

If you are represented by counsel, your counsel may participate in the Conference, but you agree to fully participate in the Conference individually and not collectively with any other user. Likewise, if we are represented by counsel, our counsel may participate in the Conference as well, but we agree to have a company representative attend the Conference.

The statute of limitations and any filing fee deadlines shall be tolled during the informal dispute resolution process required by this § 23, including throughout the pendency of the grouping discussed in § 23.3. If you and we do not reach agreement to resolve the dispute within 90 days after initiation of this informal dispute resolution process, either you or we may commence arbitration under the provisions below or, to the extent permitted by § 23.2, file an action in small claims court or in a court of proper jurisdiction for any claim exempted from arbitration under "Exceptions to Arbitration Agreement" in § 23.2. If you have validly opted out of the Arbitration Agreement under § 23.2, then in place of arbitration, either you or we may file an action in a court of proper jurisdiction, and you may pursue only an individual action as provided in § 23.4. Any court action under this § 23.1 is subject to the geographic venue limitations in § 27.

23.2 Arbitration Agreement

Arbitration Proceeding. This Arbitration Agreement applies only to disputes relating to the Platform, the Products, and these Terms. It does not apply to disputes governed by the DFS Terms or the FCM Customer Agreement, which have their own dispute resolution provisions. You and we agree to arbitrate any disputes, claims or controversy between us exclusively through final and binding arbitration, and not in a court or by a jury; however, you or we may assert claims in small claims court if (i) the matter is within the jurisdiction of the small claims court, (ii) the matter remains in small claims court through a final judgment, and (iii) the matter proceeds only on an individual (not a class or representative) basis. If at any point before entry of final judgment the small claims court determines that the matter is no longer within its jurisdiction, you and we agree the matter must be compelled to arbitration.

This agreement to arbitrate ("Arbitration Agreement") is intended to be broadly interpreted. It includes, but is not limited to disputes, claims, and controversies: (i) arising out of or relating to any aspect of the relationship between us relating to the Platform, the Products, or these Terms, whether based in contract, tort, statute, or any other legal theory, including but not limited to those arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Arbitration Agreement; and (ii) that may arise after the termination of these Terms.

This Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§1–16 (the "FAA"), and not by any state law limiting the enforcement of arbitration agreements. You acknowledge that your purchase of Pack(s), any shipment of physical cards, and your use of the Platform involve and affect interstate commerce, such that the FAA governs the formation, interpretation, and enforcement of this Arbitration Agreement, including the Class Action Waiver (§23.4) and Mass Arbitration Waiver (§23.3). If a court of competent jurisdiction determines that the FAA does not apply to a particular Dispute for any reason, the arbitration law of the State of Georgia shall govern that Dispute to the same extent the FAA would otherwise have governed it, and the remainder of this Arbitration Agreement, including the delegation agreement in §23.2, shall remain in full force.

Before beginning an arbitration proceeding and only after participating in the informal dispute resolution process, you must send a letter requesting arbitration and describing your claim to our registered agent at WMSC LLC c/o Cogency Global, Inc. 233 Peachtree Street, NE Suite 2307 Atlanta, GA 30303, USA ("Arbitration Notice"). Any demand filed with any arbitration provider must include a certification signed by the filing party and his or her counsel, if represented, verifying full compliance with the informal

dispute resolution process in § 23.1. You and we agree that the arbitration may be conducted by JAMS, an alternative dispute resolution provider, by National Arbitration and Mediation ("NAM"), or by the American Arbitration Association ("AAA"). The default provider will be JAMS, but if JAMS is not available or able to assist, or if during the informal dispute resolution process PrizePicks elects in its sole discretion that NAM or AAA should handle your dispute instead, you agree to cooperate with that election.

Disputes involving claims and counterclaims under $250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and the JAMS Consumer Minimum Standards then in effect; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures and the JAMS Consumer Minimum Standards then in effect. For any Mass Arbitration as defined in § 23.3 below, the JAMS Mass Arbitration Procedures and Guidelines shall apply. JAMS's rules are available at jamsadr.com or by calling JAMS at 800-352-5267. If NAM or AAA administers the arbitration, their closest equivalent rules shall apply, including, for any Mass Arbitration as defined in § 23.3 below, NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures and AAA's Mass Arbitration Supplementary Rules. If none of the arbitral forums listed above is available to arbitrate, a court of competent jurisdiction, subject to the limitations in § 27, may select an alternate arbitral forum.

If the arbitrator finds that you cannot afford to pay arbitral filing, administrative, hearing, and/or other fees and cannot obtain a waiver from the arbitral provider, we will pay them for you if you complied with the dispute resolution process set forth above and the Mass Arbitration policy in § 23.3 does not apply. In addition, unless the arbitrator determines the claims are frivolous, or that you did not comply with the dispute resolution process set forth above, or that the Mass Arbitration provision in § 23.3 applies to your claim, we will reimburse all such JAMS filing, administrative, hearing, and/or other fees for claims totaling less than $10,000, except that if you have initiated the arbitration claim, you will still be required to pay the maximum amount permitted to be allocated to a consumer under the arbitral rules or fee schedule for arbitration claims initiated by you; if the applicable rules or fee schedule do not state a maximum amount, you will be required to pay $250. You are still responsible for all additional costs that you incur in the arbitration, including without limitation, fees for attorneys or expert witnesses.

You may choose to have the arbitration conducted by videoconference, in person in your hometown area (if you live in the United States), or at another mutually agreed upon location that is reasonably convenient to you. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Delegation Agreement. Only an arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute arising out of or relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and us. The arbitration proceeding shall not be consolidated with any other matters or joined with any other cases or parties. To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to an individual party and only to the extent necessary to provide the relief on a party's individual claim. The arbitrator shall have the authority to resolve any threshold disputes, including but not limited to whether you have complied with § 23, whether you are barred from

proceeding based on these Terms or any defense that we could raise in federal court under Rule 12, and whether the arbitration provider has complied with these Terms. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim, including at the outset of any proceeding. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms. The arbitrator shall have the authority to resolve disputes about the value of a claim. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. Subject to these Terms, the arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Notwithstanding the foregoing, only a court of competent jurisdiction, and not an arbitrator, shall have the exclusive authority to resolve disputes concerning (1) the threshold question of whether you validly formed a contract with PrizePicks in the first place and (2) disputes concerning the Class Action Waiver (§23.4), including any claim that all or part of it is unenforceable, unconscionable, illegal, void, or voidable. As stated in and pursuant to the procedures provided in § 23.3, only the Process Administrator described in § 23.3 shall have authority to determine whether a specific filing violates the Mass Arbitration Waiver (§23.3), and whether the Mass Arbitration Waiver itself is unenforceable, unconscionable, illegal, void, or voidable is a question only an arbitrator may decide.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THE ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A REPRESENTATIVE (E.G., PRIVATE ATTORNEYS GENERAL ACT) OR COLLECTIVE OR CLASS BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER, PERSON, OR ENTITY CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER, PERSON, OR ENTITY.

Accordingly, under the arbitration procedures outlined in this § 23, an arbitrator shall not combine or consolidate more than one party's claims without the written consent of all affected parties to an arbitration proceeding. Without limiting the generality of the foregoing, you and we agree that no dispute shall proceed by way of class arbitration without the written consent of all affected parties. If a court determines that applicable law prevents enforcement of any part of this subsection's limitations as to a claim for relief, that claim must be severed from the arbitration and brought in court as § 27 provides. All other claims shall be arbitrated, and the court may stay that arbitration while the severed claim is pending.

30-Day Right to Opt-Out of Arbitration Agreement. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in this Arbitration Agreement (§23.2) by mailing a written notice of your decision to opt-out to the address listed in §33. Your notice must be sent within 30 days of your first use of the Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of this Arbitration Agreement. Your opt-out notice must include your name, the date you first used the service, the date you are submitting your opt-out notice, and that you elect to opt-out of arbitration. You must sign the opt-out notice personally and not through another person or entity, and the opt-out notice shall apply only to the person or entity that signs it. Neither you nor any other person or entity can opt out of arbitration on behalf of anyone else. If you opt-out of these arbitration provisions, PrizePicks also will not be bound by them. Regardless of whether you decide to opt-out of the arbitration and class action waiver provisions set forth in this Arbitration Agreement, you are still obligated to follow

the informal dispute resolution process outlined in § 23.1. Any opt-out notice received after the opt-out deadline will not be valid. PrizePicks' periodic amendments to the Terms do not provide a new opportunity to opt out of the Arbitration Agreement for Users who had previously agreed to a version of these Terms and did not validly opt out of arbitration. PrizePicks will continue to honor the valid opt-outs of users who validly opted out of the Arbitration Agreement in a prior version of these Terms.

Exceptions to Arbitration. You and PrizePicks agree that the following claims are not subject to the Arbitration Agreement: (a) any claim seeking to enforce or protect, or concerning the validity of, any of PrizePicks' intellectual property rights; and (b) any claim brought by PrizePicks related to, or arising from, allegations of your piracy or invasion of privacy.

Survival. This Arbitration Agreement survives the termination of these Terms and/or your relationship with us.

Severability. For avoidance of any doubt, the Terms' §25 severability term applies to and is incorporated into this Arbitration Agreement.

23.3 Mass Arbitration Waiver.

YOU AND WE AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF US IS WAIVING THE RIGHT TO BRING OR PARTICIPATE IN A MASS ARBITRATION.

A "Mass Arbitration" includes, but is not limited to, instances in which you or the Company are represented by a law firm or collection of law firms that has filed 25 or more arbitration demands of a substantially similar nature against the other party within 60 days of an arbitration demand filed on your or the Company's behalf. If a Mass Arbitration is filed, the procedures in this §23.3 apply. Following these procedures does not waive or limit the right of either party to enforce the Mass Arbitration Waiver or to object that a filing violates it.

The same law firm, group of firms, or coordinating/referring firms shall not be permitted to initiate multiple Mass Arbitrations in succession; such attempted successive Mass Arbitrations shall be subject to the same grouping process as the initial Mass Arbitration. Claims included in a Mass Arbitration, if not resolved during the informal dispute resolution period, must be administered using the procedures set out below, and subject to the applicable JAMS, NAM, or AAA mass arbitration rules identified in §23.2 and any subsequent or equivalent versions of those rules, except as modified by these Terms.

Grouping: To increase efficiency of resolution in the event a Mass Arbitration is filed and neither party exercises its right to opt out of arbitration pursuant to § 23.2, the following procedure shall apply. At the request of either party, an arbitrator shall be selected according to the applicable arbitration provider's rules to act as a process administrator ("Process Administrator") to resolve threshold disputes regarding the arbitration demands submitted in the Mass Arbitration ("Mass Arbitration Demands"). These threshold disputes may include, but are not limited to:

a) Any dispute regarding filing fees owed with respect to the Mass Arbitration Demands, including whether claimants have submitted valid fee waivers;
b) Any dispute regarding whether the Mass Arbitration Demands meet the requirements set forth in § 23.1;

c) Any dispute regarding whether the Mass Arbitration Demands violate the Mass Arbitration waiver in this §23.3;
d) Whether claimants are barred from proceeding with their claims based on a prior settlement agreement, violation of these Terms, or expiration of the statute of limitations;
e) Any dispute relating to representation of the same claimant by multiple law firms;
f) Any dispute regarding whether the Mass Arbitration Demands were filed with the correct arbitration provider; and
g) Any other dispute falling within the arbitration provider's rules providing for the resolution of threshold disputes in a mass arbitration.

Any such request shall be made within 15 days following the expiration of the opt-out period described in § 23.2, and may be made by providing written notice to the arbitration provider. Upon the request of either party to appoint a Process Administrator to resolve the foregoing issues, the applicable arbitration provider shall refrain from further processing any of the Mass Arbitration Demands to which a dispute has been raised. No further payment for filing fees, administrative costs, or arbitrator fees shall be deemed due with respect to any of the Mass Arbitration Demands as to which a dispute has been raised until after the dispute(s) has/have been resolved by the Process Administrator. The Company shall be responsible for the applicable arbitration provider's and Process Administrator's fees and costs related to the proceedings before the Process Administrator.

A Process Administrator appointed pursuant to this procedure shall have no authority to consolidate cases.

After proceedings before the Process Administrator have concluded, to the extent any of the Mass Arbitration Demands are permitted to proceed, the parties shall proceed as follows:

1. Within 15 days following resolution of all threshold disputes by the Process Administrator, PrizePicks and counsel for the claimants whose Mass Arbitration Demands are permitted to proceed ("Claimants' Counsel") shall meet and confer in good faith to select a group of Mass Arbitration Demands to proceed first to individual arbitration ("Group 1"), including (a) the number of Mass Arbitration Demands in Group 1, and (b) the method of selecting which Mass Arbitration Demands comprise Group 1. If the parties are unable to agree on the composition or size of Group 1 within that period, either party may refer the dispute to the Process Administrator (or, if the Process Administrator is unavailable, a procedural arbitrator appointed by the arbitration provider), whose determination of the composition and size of Group 1 shall be final and not subject to further dispute.
2. The Mass Arbitration Demands comprising Group 1 shall proceed to individual arbitration before a single merits arbitrator as expeditiously as practicable in accordance with the applicable arbitration provider's rules. No Mass Arbitration Demand other than a Group 1 Mass Arbitration Demand may be processed or adjudicated while Group 1 is pending. No further payment for filing fees, administrative costs, or arbitrator fees shall be due with respect to any Mass Arbitration Demand outside of Group 1.
3. The outcome of the Group 1 arbitration, including any award, finding of fact, conclusion of law, or settlement, shall have no binding effect on any other Mass Arbitration Demand, and shall not be relied upon as precedent or authority in any other Mass Arbitration Demand or in the Mediation described below. Each claimant whose Mass Arbitration Demand is not included in Group 1 retains the unqualified right to present and prove their claims and defenses in full, and is

not bound by, and shall not be deemed to have stipulated to, the record, result, or reasoning of any Group 1 arbitration.

4. Within 22 days of the conclusion of all Group 1 arbitrations (or earlier, if the parties so agree), PrizePicks and the claimants whose Mass Arbitration Demands remain pending shall participate in a one-day mediation of all remaining Mass Arbitration Demands ("Mediation"). The mediator shall be selected from a group of five mediators proposed by the arbitration provider, with PrizePicks and claimants being entitled to strike one proposed mediator and rank the remainder, with the highest collectively ranked mediator selected.
5. If any Mass Arbitration Demands remain unresolved 15 days after the Mediation, each claimant with a remaining claim may, within 45 days of the Mediation, elect in a writing that contains the claimant's Verified Signature as defined in § 23.1 to withdraw from arbitration and pursue the claim on an individual basis in a court of competent jurisdiction (a "Mass Arbitration Opt-Out Election"). A claimant who does not make a timely Mass Arbitration Opt-Out Election remains subject to this Agreement to Arbitrate. A claimant who makes a timely Mass Arbitration Opt-Out Election remains subject to the class, collective, and representative action waiver set forth in § 23 and may pursue only an individual action in court.

To the extent any Mass Arbitration Demands remain pending 15 days after the Mediation, the parties shall organize the Mass Arbitration Demands into groups of no more than 150 demands per group by state of residence, and then alphabetically by last name (plus, to the extent there are less than 150 arbitration demands left over after the grouping described above, a final group consisting of the remaining demands), and shall inform the arbitration provider of the groups and their compositions within 45 days of the Mediation. The arbitration provider shall assign each group of claims to a single arbitrator, with each group having one set of administrative documents, one set of administrative and filing fees per group, and one arbitration management conference per group. The parties agree to cooperate in good faith with each other and the arbitration provider to implement such a grouped approach to administration and fees. The parties agree that until an arbitrator is appointed, clears the disclosures and conflicts process, and agrees to adjudicate a group of Mass Arbitration Demands, no payment for filing fees, administrative costs, arbitrator appointment costs, or arbitrator fees shall be due.

Regardless of the grouping described above, the arbitrator shall resolve all arbitrations within a group on an individual basis. Nothing in this provision shall be construed as limiting the right to object that the filing or presentation of multiple arbitration demands by or with the assistance of the same law firm or organization violates any term of this Arbitration Agreement.

If any Mass Arbitration Demands were originally processed as individual arbitration demands before this grouping procedure was commenced, further proceedings, including the assessment of further arbitration filing or administration fees to either party shall be governed by the procedures set forth in this Section.

Arbitration Costs/Fees. Payment of all arbitration filing fees and costs will be governed by these Terms and the applicable mass arbitration rules and fee schedules. If you prevail on your claim in arbitration, PrizePicks will reimburse you for any portion of the arbitration filing fees you paid that exceeded the amount you would have paid to file a complaint in a court of competent jurisdiction in your hometown. Unless applicable law requires otherwise, if PrizePicks prevails on your claim in arbitration, and the arbitrator finds that your claim was frivolous or filed in bad faith, the arbitrator may award PrizePicks

reimbursement from you of PrizePicks' arbitration filing fees and costs. If applicable law allows, the arbitrator also may award the prevailing party its attorneys' fees.

23.4. CLASS ACTION WAIVER AND PROHIBITION ON COLLECTIVE RECOVERY; JURY TRIAL WAIVER.

This provision shall not apply if you exercise your 30-Day Right to Opt-Out as outlined in §23.2.

For all claims, controversies and disputes subject to arbitration under these Terms, you and we hereby waive all constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury. You and we are instead electing that all claims, disputes, and controversies shall be resolved by arbitration under the Arbitration Agreement in §23.2, except as specified in this §23. Subject to the limitations described in the Arbitration Agreement (§23.2), an arbitrator can award, on an individual basis, the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, discovery may be more limited, and court review of an arbitration award is subject to very limited review.

You and PrizePicks may bring claims against each other only on an individual basis. You and PrizePicks waive the right to bring, join, or participate in any class, collective, coordinated, consolidated, or representative action (including any private attorney general action). Neither an arbitrator nor an arbitration provider has authority to hear, arbitrate, or administer any such action. You and PrizePicks also waive the right to seek or recover any non-individual relief, including any amount on behalf of anyone else or on a class-wide, collective, or state-wide basis. You also agree not to serve as a class representative or class member in any such action.

YOU AGREE THAT YOU WAIVE ANY RIGHT YOU MAY HAVE UNDER ANY LEGAL THEORY, STATUTE, REGULATION, OR OTHER AUTHORITY TO RECEIVE ANY MULTIPLIER OF YOUR ACTUAL LOSS OR DAMAGES INCLUDING TREBLE DAMAGES.

24. Assignment.

You may not assign the Terms in whole or in part, for any reason. These Terms will be binding upon and will inure to the benefit of the parties and their heirs, executors, administrators, successors, and assigns. PrizePicks may assign the Terms or delegate any of its rights or obligations hereunder, or any part thereof, to any third party, including its successor in interest, without requiring your written consent.

25. Entire Agreement; Severability; Survival.

These Terms and other referenced material constitute the entire agreement between you and PrizePicks with respect to the Platform , and supersede all prior or contemporaneous agreements, representations, warranties, and understandings (whether oral, written or electronic) between you and PrizePicks with respect to the Platform and govern the future relationship. If a court or arbitrator holds any provision or any portion of any provision of these Terms or the application of these Terms to any person or circumstance invalid, illegal or unenforceable, then that portion shall be deemed to be severable and, if possible, superseded by a valid, enforceable provision, or portion thereof, that matches the intent of the original provision, or portion thereof, as closely as possible. The remainder of all other Terms or portions of Terms shall not be affected and shall continue to be legal, valid, and enforceable.

Termination of these Terms or closure of your Account does not end the provisions that by their nature continue, including §§ 4, 5.1, 7.4, 9.2, 9.9, 20, 21, 22, 22.1, 23, 25, 27, and 28. It also does not end PrizePicks's obligations to return, ship, buy back, or credit cards you own, or to pay or return funds you own, under §§ 7.8, 7.10, 7.11, 8.2, and 9.6. Termination does not affect rights or liabilities that accrued before it.

26. Geographic Limits of Service.

PrizePicks makes no representation that materials contained on the Services or the Product are appropriate or available for use in jurisdictions outside the Eligible Jurisdictions or that these Terms comply with the laws of any other country other than the United States. Accessing and participating in the Services is prohibited from territories where the Content and participation is illegal. PrizePicks reserves the right, at any time in our sole discretion, to limit the availability and accessibility of the Services to any person, geographic area, or jurisdiction we so desire.

27. Governing Law; Venue.

These Terms (and any further rules, policies, or guidelines incorporated by reference) shall be governed by and construed in accordance with the laws of the State of Georgia (except where your state's mandatory consumer laws provide otherwise) and the United States, without giving effect to any principles of conflicts of law, and without application of the Uniform Computer Information Transaction Act or the United Nations Convention on Contracts for the International Sale of Goods.

You, regardless of location or country of residence, whether within or outside of the United States, agree that PrizePicks and its Services are deemed passive and do not give rise to personal jurisdiction over PrizePicks or its parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers, or shareholders, either specific or general, in any jurisdiction other than the State of Georgia. You agree that, to the extent that you or we are entitled to bring any action at law or in equity arising out of or relating to these Terms, or your use or non-use of the Services, (as limited by the arbitration provisions in § 23), such action shall be filed only in the state or federal courts located in Fulton County in the State of Georgia. You hereby consent and submit to the personal jurisdiction of such courts (including Magistrate Court of Fulton County, Georgia) for the purposes of litigating any such action.

PLEASE READ THIS § 28 CAREFULLY – IT CONTAINS A LIMITATION OF YOUR ABILITY TO FILE A CLAIM AGAINST PRIZEPICKS.

28. LIMITATION OF TIME TO FILE CLAIMS.

WHETHER IN COURT OR IN ARBITRATION, YOU MUST BRING ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. IF YOU FAIL TO BRING A CLAIM OR CAUSE OF ACTION WITHIN ONE YEAR, YOU AGREE THAT SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Nothing in this provision excuses you from following the informal dispute resolution process outlined in § 23.1.

29. No Third-Party Beneficiaries.

You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to the Terms.

30. No Waiver; Conflicts.

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

In the event of a conflict between these Terms and any applicable other terms or agreements, these Terms shall govern with respect to the Platform and Products. A dispute arising from your DFS or FCM activity is governed by the DFS Terms or FCM Customer Agreement, even if it involves funds in a shared Account.

31. Force Majeure.

The failure of PrizePicks to comply with any provision of these Terms due to an act of God, hurricane, tornado, war, fire, riot, earthquake, terrorism, pandemic, health emergency (whether or not officially declared by a government authority), act of public enemies, actions of governmental authorities outside of the control of Company (excepting compliance with applicable codes and regulations), or other force majeure event, shall not be considered a breach of these Terms.

32. Notice Policy.

PrizePicks may give you notice by means of a general notice on the Services, electronic mail to the email address on record in your Account, or by written communication sent by first-class mail or pre-paid post to the address on record in your Account. Notice is deemed given 12 hours after it is sent by email, or 48 hours after it is mailed or posted. Except as otherwise provided in these Terms, you may give notice to PrizePicks at any time by letter delivered by a nationally recognized overnight delivery service or by first-class, postage-prepaid mail to the address listed in § 33.

33. Contact.

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c/o Cogency Global, Inc.
233 Peachtree Street
NE Suite 2307
Atlanta, GA 30303
USA