

Mascot Terms of Use

Last Updated April 1, 2026

This user agreement (the "Terms" or the "Agreement") describes the terms and conditions on which Mascot Technologies, LLC ("Mascot" or "we" or "our") provides you, the seller, access to the Mascot Multi-Sales Channel Platform Service, the Mascot Marketplace, and all related websites, tools, content, materials, technology, and services (collectively the "Service"), as described herein.

ARBITRATION NOTICE: Please read the following Terms of Use carefully as they affect your legal rights. These Terms of Use contain a binding arbitration provision set forth below in Section 10.8. Except where prohibited by applicable law, these Terms of Use require you to arbitrate disputes with us rather than resolve disputes through a judge or jury trial, or any court proceedings, or class actions of any kind. By accessing, or using the Services, you hereby waive any and all rights to initiate or participate in any class action lawsuit or representative action with respect to any disputes or claims arising out of or relating to these Terms of Use or the Services.

1 Acceptance of Terms

By accessing and/or using the Service, you agree on behalf of yourself and any organization, company, or firm that you represent (together, "you") that you have read and understand these Terms and any addendums or amendments hereto.

Mascot may amend these Terms at any time, including, without limitation, the costs and charges associated with your use of the Service, and any amended Terms will automatically be effective once posted on this web page. Your continued registration status as a seller, even without additional use of the Service, or your continued use of the Service after any such amendment(s), will signify your acceptance of any such amended Terms. All material changes will be clearly posted on the Service or otherwise communicated to you (e.g., via email). If you do not agree to such amended Terms, you must discontinue your use of the Service and cancel your registration by sending an email request to support@withmascot.com. Activation of the Service shall indicate Mascot's acceptance of this Agreement but does not obligate Mascot to provide access to the Service, which shall be provided at Mascot's sole discretion.

2 Eligibility

Use of the Service is limited to parties: (i) that are already qualified and approved as Mascot sellers to list on the Mascot marketplace and elected third party secondary marketplace channels (at www.withmascot.com) (respectively, the "Seller Terms" and the "Mascot Marketplace"); and (ii) that can lawfully enter into and form contracts under applicable law. Only

parties that have agreed to these Terms are eligible to use the Mascot component of the Service. Without limiting the foregoing, use of the Service is not available to minors under the age of eighteen (18) or to parties whose use of it or any other service provided by Mascot was previously suspended or terminated. By accepting this Agreement, you represent and warrant that: (i) you are a qualified and approved Mascot seller; (ii) you are at least eighteen (18) years old; (iii) you have not previously been suspended or terminated from use of the Service or from use of any other service provided by Mascot; and (iv) you are authorized to sign for and legally bind the corporation, company, partnership or other legal entity that will be using the Service.

3 The Service

3.1. Description of the Service – The Service consists of a web-based platform that provides a "point-of-sale" through which you can conduct sales and related activities, including, without limitation, managing inventory, listing inventory for sale, pricing inventory, and accessing sales and inventory data. The Service may include Mascot Marketplace, native eBay integration, MySlabs integration, WhatNot integration, TikTok Shop integration, MyCardPost Mascot Terms of Use

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integration, Shopify integration, Veriswap integration, CardHedge integration, 130Point integration, WaxStat integration, as well as any other third-party APIs for accessing the Service (collectively, the "Included APIs" and, except as otherwise indicated, references to the Service include the Included APIs). At its sole discretion, as part of the Service, Mascot may provide you with rights to use: (i) APIs other than the Included APIs listed above, at which time such other APIs will be included in the definition of Included APIs; and/or (ii) Mascot, at which time Mascot will be included in the definition of the Service, unless otherwise explicitly set forth in these Terms. Your use of the Included APIs and/or Mascot API is subject to the terms of this Agreement and the terms of any applicable licenses or third-party agreements provided by such third-party, including, without limitation, the Mascot API Terms. Please visit the respective third parties and review their applicable terms and conditions prior to using the Included APIs. By accessing and/or using the Service, you represent and warrant that you have agreed to and will remain in compliance with the terms of the Included APIs and any other applicable terms of any and all exchanges with which you broadcast your inventory. Mascot reserves the right to remove any Included APIs, at Mascot's sole discretion.

3.2. Grant of Personal Mascot License – Subject to these Terms, Mascot grants you, free of charge, a non-transferable, non-sublicensable, non-exclusive, revocable, limited license (the "Personal Mascot License") to use the Service (such term to exclude Mascot Program for

purposes of this Section 3.2 only) solely in accordance with and during the term of this Agreement. Notwithstanding the foregoing Mascot License, the Service is owned by, and shall remain the sole property of, Mascot Technologies, LLC. Before using the Service, you must agree to list all inventory on the Mascot Marketplace once and if live.

3.3. Grant of Affiliates Mascot License – If you elect to participate in our Mascot Program, which provides you the ability to sell consigned Inventory (as defined below), including aggregated consigned Inventory, on behalf of Third-Party Sellers (“Mascot Program”), subject to these Terms, Mascot grants you a paid, non-transferable, non-sublicensable, non-exclusive, revocable, limited license (the “Affiliate Mascot License”) to use the Mascot Program solely in accordance with and during the term of this Agreement and any addendum(s) hereto. You agree to pay the amount as presented to you by Mascot associated with the Affiliate Mascot License. The Mascot Program is owned by, and shall remain the sole property of, Mascot Technologies, LLC. You and Mascot shall mutually agree upon the fees associated with the Mascot License in a written addendum to these Terms. Notwithstanding the foregoing, Mascot may, in its sole discretion, decline to charge a fee for any Mascot Beta Service (defined in Section 6 below) of the Mascot Program, and/or offer you a free trial for such length of time as Mascot determines in its sole discretion. Notwithstanding anything to the contrary in, and without limiting any other provisions of, these Terms, the Mascot Beta Services and free trial(s) (if and as applicable) will end either at their designated end date or when you purchase a subscription to the feature post-trial (where that option is made available), unless terminated earlier by Mascot, which we may do at any time in our sole discretion and without notice to you.

3.4. Right to Refuse Use of the Service; General Disclaimers – Mascot reserves the right to refuse use of the Service or any component thereof (including, but not limited to, Mascot) to anyone at any time, in its sole and absolute discretion. Mascot reserves the right to discontinue, temporarily or permanently, use of the Service or any portion thereof to anyone at any time, with or without notice. Mascot shall not be liable to you or any third party for any interruption in or termination of your access to and use of the Service.

Mascot shall have no liability for interruptions or omissions in Internet, network, or hosting services, and does not warrant that the Services or the services which make the Services available or electronic communications sent by Mascot will be available and free from viruses or any other harmful elements.

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Any material downloaded or otherwise obtained through the use of the Services is done at your

own discretion and risk. You are and will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. Occasionally there may be information on our Services that contains typographical errors, inaccuracies, or omissions that may relate to item descriptions, pricing, promotions, offers, shipping charges, and availability. We reserve the right, but are not obligated, to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Services or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

Notwithstanding the above, we undertake no obligation to update, amend or clarify information in the Services or on any related website, including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Services or on any related website should be taken to indicate that all information in the Services or on any related website has been modified or updated.

3.5. Data and Ownership, Privacy – Any and all anonymized aggregated data created based on or using User-Generated Content or personal information is, as between you and Mascot and to the extent permitted by applicable law, owned exclusively by Mascot. You acknowledge and understand that Mascot may, subject to applicable law and without compensation to you, use Mascot-owned data in any manner for its business purposes.

3.6. User Accounts – You will be required to create an account to access or use the Services. To create or activate an account (or to request to create an account), you will be required to submit certain information and to establish a username(s) and/or a password(s). You are responsible for, at all times, to maintain the confidentiality of your information including any such username(s) and/or password(s) you create. If you are a corporation, company, partnership, broker, or other legal entity, you are responsible for all activity and all charges by your employees, agents, contractors, and representatives. If there is a breach of security in or through your account, please immediately change your password(s) and notify us using the contact information below under “Contact Us”. You will not permit a third party to use the Service, whether or not for your benefit, and you will not share your username(s) and/or password(s) with any third party, except for pre-approved service providers. Mascot will provide the pre-approved service provider list upon request. In the event you wish to utilize a product that is not on that list, you must email us at support@withmascot.com and obtain prior approval from Mascot in writing.

3.7. Accurate and Complete Information – You represent and warrant that the User-Generated Content and all other information you provide Mascot is true, accurate, current, and

complete as required by these Terms or your use of the Service, including, without limitation, as applicable, your credit card number and other financial information, and will promptly update that information as required and when requested. Mascot, its agents, suppliers, and subcontractors have the right to recover from you any costs or losses incurred as a direct or indirect result of your provision of inaccurate or incomplete information or your failure to maintain current information. You represent and warrant that all User-Generated Content and all other information provided to Mascot is owned by you and does not infringe, misappropriate, or otherwise violate the intellectual property, privacy rights, or other proprietary rights of any person or third party.

3.8. Compliance with Laws – You represent and warrant that you will comply with all applicable laws, statutes, ordinances, and regulations in your use of the Service. You acknowledge that the Service, and any accompanying documentation, content, and/or technical information, is subject to applicable export control laws and regulations of the USA. You agree Mascot Terms of Use

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not to export or re-export the Service or any accompanying documentation, content, and/or technical information, directly or indirectly, to any countries that are subject to USA export restrictions.

3.9. List of Third-Party Sellers – If requested at any time by Mascot, you will promptly (and in any event within ten (10) business days) provide us with a complete list of all Third-Party Sellers who own the then-currently listed to be sold, or sold or listed to be sold Inventory at any time during the preceding twelve (12) month period, in each case by you using the Service. Such list shall include the full legal name and location of each Third-Party Seller (to the extent known by you) and, for any Third-Party Sellers that are not a natural person and are not a publicly-traded company, the full legal name and location of all natural person(s) that directly or indirectly own or control such Third-Party Seller (to the extent known by you). “Third-Party Seller” means any person or entity, other than you, that owns or owned any collectibles sold or listed to be sold by you using the Service.

3.10. Included APIs – You are responsible and liable for all of your use of the Included APIs. You will not modify or create derivative works of any Included APIs. You will comply with any limitations or requirements in any documentation or instructions provided by Mascot for the Included APIs (as such documentation or instructions may be provided, changed, or supplemented from time to time). You will only use the Included APIs for their intended purposes and will not use them in any way that would violate these Terms (or that would permit anyone

else to violate these Terms). You will not use any Included APIs in a manner that exceeds reasonable request volume or constitutes excessive or abusive usage (as determined by Mascot in its sole discretion). Mascot may monitor your usage of Included APIs and, without limiting Section 10.2, may suspend or limit such usage at any time. Mascot may also condition your use of any of the Included APIs by requiring you to list any Inventory on Mascot Marketplace first or simultaneously with the Included APIs.

3.11. Third Parties – Mascot is not responsible or liable for any services or APIs, including shipping or tracking, offered by partners or third parties, including third-party marketplaces and auction sites. Mascot is not responsible for the content of any third-party websites. You will comply with the terms and conditions of all agreements you have with third parties, including providers of marketplaces and auction sites, as such terms and conditions relate to use of the Service, including terms and conditions related to types of items that may be sold or restrictions on concurrent sales.

3.12. User-Generated Content - The Services may allow you to provide User-Generated Content, including without limitation by uploading or providing photographs, or other media, social media handles, or by populating a user or company profile, or by providing any other information or content to be posted or made available through the Services. "User-Generated Content" means all data, information, images, messages, documents, and other content that is entered into, submitted to, posted on, uploaded to, transmitted, created, or displayed using, or otherwise provided via or using the Services by you or on your behalf including but not limited to system settings and usage, your Inventory and pricing information, and any alerts created by you and any historical, transactional, or usage data you retrieve from any point of sale system, Included API, or any third party platform that you have authorized for integration with the Service.

You, alone, are responsible for all User-Generated Content that you provide and for the legality, originality, and appropriateness thereof. User-Generated Content is not generated by Mascot. You understand and acknowledge that certain features of the Services may allow or require User-Generated Content that you provide to be made available, including publicly available, to other Service users, third parties, the Included APIs, and that, accordingly, those other users may be able to access and use that User-Generated Content.

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By providing User-Generated Content you represent and warrant that you are the creator or owner of that User-Generated Content or that you otherwise have the full ability and all legal

rights, permissions, and consents necessary to provide that User-Generated Content, including any rights under consignment agreements with Third-Party Sellers, as contemplated by these Terms. By providing User-Generated Content, you agree not to claim that any use of that User-Generated Content by us, any Service user, or any third party infringes or violates your or any person's intellectual property rights (including copyright), rights of privacy, rights of publicity, or other rights. Subject to the right and license granted to Mascot below, you retain any copyright or other intellectual property rights you may have in User-Generated Content that you provide. Mascot reserves the right, but does not have the obligation, to, at any time and for any reason: review, prescreen, edit, redact, otherwise modify, reorganize, or recategorize User-Generated Content; delete User-Generated Content from the Service; and archive or otherwise store any User-Generated Content. Mascot reserves the right to impose limits on Service features (e.g., the ability to provide User-Generated Content) and to restrict your access to all or parts of the Service at any time for any reason, including any breach of these Terms. You understand that, even after removal or deletion, User-Generated Content you have provided may remain viewable to and may have been copied or stored by other Service users and members of the public.

If you believe that any content on the Service infringes any copyright that you own or control, please follow the process described below under "Copyright Policy." If you believe that anything on the Service violates a law or regulation or breaches any provision of these Terms, please notify us using the contact information below under "Contact Us."

4 Support and Maintenance –

In conjunction with the Mascot License and Mascot License (if applicable), and only during the term of your applicable License(s), Mascot shall provide limited support and maintenance services to you at no cost, as necessary to ensure the basic functionality of the Service components licensed to you. Mascot reserves the right, at its sole discretion, to discontinue the foregoing support and maintenance services, or to begin charging you for them, at any time.

5 Selling of your Inventory –

5.1 You must comply with applicable local, state, and federal laws and regulations and Terms and any third-party policies (including the policies for the Included API) when listing, selling, and delivering any Inventory. By using the Services, you represent and warrant that you are familiar with the local, state and federal rules governing the sale or purchase of Inventory and your conduct, shall, at all times comply with any relevant rules or restrictions. "Inventory" means any sports cards, trading card games, collectible card games, comic books, non-sports cards, sealed wax cards, tickets, magazines, photographs, memorabilia, coins, stamps, pins,

collectibles accessories and supplies, autographed items, and any other collectible materials.”

5.2. When listing Inventory, you must provide certain information related to the Inventory including but not limited to Inventory name, collectible type in which Inventory is categorized, certification or serial number (if applicable), other means of authentication (if applicable), images of the Inventory, and the price(s) for which you are willing to sell your Inventory (“Inventory Price”). You may modify (e.g. raise or lower the Inventory Price) or delete your listing at any time until the Inventory has sold. We may require you to input additional information as applicable to your Inventory such as manufacturer name, publisher, publication year, grade, grader,

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autograph and autograph authentication, condition information, and any other information required to authenticate and identify your Inventory.

5.3. By listing Inventory through the use of the Services, you are making a binding offer to sell the Inventory to a buyer who purchases the Inventory at the Inventory Price. When a buyer accepts your offer by purchasing your Inventory through Mascot Marketplace or through our Included APIs, you are contractually bound to deliver the exact Inventory for the Inventory Price and within the required delivery timeframe. You are obligated to disclose in your offer to sell the Inventory any material condition that may affect the value of the Inventory to reasonable purchasers such as defects, marks, open packaging, or other conditions that may affect the value, use, or enjoyment of the Inventory. You are obligated to monitor your inventory and ensure all listings are accurate. Failure to fulfill your orders may result in, at Mascot’s sole discretion, termination or suspension of your account, denial of access to certain portions of the Services, or the assessment of other penalties.

5.4 Mascot does not guarantee that your Inventory will sell or that your listing will appear on all of our Services or Included APIs or related sites. It is possible that we are unable to get the Inventory listed on an Included API for any reason. You further acknowledge that we do not guarantee that your listing will be visible to potential buyers within a certain time after it is posted or in particular order on the Included APIs page or through the search results. Mascot will not, for any reason, provide compensation for Inventory that does not sell, even if it due to the Services unavailability from an outage or maintenance or listing delays.

5.5 You agree that you will not offer Inventory listings for Inventory that you do not have possession of or have the right to sell under consignment from a Third-Party Seller.

5.6 Any violation, as determined in Mascot’s sole discretion, of the terms of this section shall result in the immediate termination of your rights to access the Site and Service.

5.7 You agree and acknowledge that Mascot may charge you service fees, and collect those service fees from you in the event that you have incurred service fees. For example, Mascot shall charge service fees as described in Section 11 in connection with your failure to abide by the terms of any transactions you have entered into with a third-party or the Included APIs using the Services (e.g., misrepresenting condition of Inventory, etc.). You also acknowledge that these fees are fair compensation for time and effort spent addressing your failure to abide by the terms of your transaction with one or more third parties. By way of non-limiting example, you agree and acknowledge:

5.7.1 if confirmation of delivery of the Inventory is not provided to Mascot, either by you or by Included APIs, after they have been sold and delivered, you agree to pay liquidated damages in amount equal to the cost of obtaining equivalent Inventory to fulfill the order.

5.7.2 if equivalent Inventory is not obtainable, you agree to pay all penalties charged by the marketplace or Included APIs for the unfulfilled sale.

6 Beta Service

6.1. Definition – “Beta Service” means any version or component of the Service (i) offered by Mascot that is not generally available to all sellers, and (ii) that is clearly designated as beta, pilot, limited release, non-production, developer preview, evaluation, or similar description.

6.2. Beta Service License – From time to time, Mascot may offer you a Beta Service, which you may accept or decline in your sole discretion. If accepted by you, the Beta Service (a) will be provided only for evaluation purposes; (b) may not be relied on by you for production use;

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and (c) may not be supported by Mascot. Mascot may discontinue any Beta Service at any time in its sole discretion and may never make any Beta Service generally available.

7 Intellectual Property; Copyright Policy

7.1. Ownership of Intellectual Property – The Service and any accompanying documentation, content, and/or technical information, including any enhancements to or modifications thereof (together, the “Mascot Content”), is owned by Mascot and/or its suppliers and is protected by U.S. copyright laws and international treaty provisions in addition to other applicable intellectual property and trade secret laws. Copying or reproduction of the Mascot Content or any portion thereof to any other server or location for further reproduction or redistribution is expressly prohibited. Any reproduction or redistribution of the Mascot Content is expressly prohibited by law and may result in severe civil and criminal penalties.

7.2. Prohibited Conduct

7.2.1 You will not, and will not allow any third party to: a) use the Services in a manner other than as expressly permitted by these terms; b) delete, obscure, or change any copyright, trademark, or any other proprietary designations, notices; c) translate, merge, adapt, update, modify, reconfigure reverse engineer, reverse assemble, disassemble, decompile, replicate, compile, duplicate, make derivative works, or otherwise attempt to: (i) defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any protection mechanisms in the Service, including, without limitation, any such mechanism used to restrict or control the functionality of the Service, or (ii) derive or attempt to reconstruct or discover the source code or the underlying data, ideas, algorithms, file formats, programming interfaces, structure, or organization from the Service, d) copy, reproduce, display, publish, disclose, post, license, rent, distribute, sell, export, scrape, publish, or otherwise use any data you access as result of your use of the Service for any reason not explicitly permitted herein, e) interfere or attempt to interfere with the proper working of the Service, f) use the Services for any activity that constitutes or encourages conduct that would constitute, a criminal offense, give rise to civil liability or otherwise violate any applicable law; g) use the Services, including without limitation any Services' content, in any way that infringes on or violates the rights of any other person or entity, including without limitation, any patent, trademark, trade secret, copyright, other intellectual property rights, privacy rights, and publicity rights, h) commit fraud or falsify information in connection with your access or use of the Services, i) work around any technical limitations of the Services or use any tool to enable features or functionalities that are otherwise disabled on the Services, j) perform or attempt to perform any actions that would interfere with proper working of the Services, prevent access to or use of the Services by other users, or impose an unreasonable or disproportionately large load on our infrastructure, k) engage in activities that aim to render the Services or associated services inoperable or make their use more difficult, l) attempt to disable, damage, overburden, impair, or gain unauthorized access to the Services or our servers m) engage in data mining data mining or similar data gathering or extraction activities or retrieve data or other content from the Services (including, without limitation, using spiders, crawlers, robots, indexing agents, and screen scrapers) for purposes of creating or compiling that content for any purpose, n) harvest or otherwise collect or store personal information about other users of the Services, including, for example only, email addresses, without the express consent of such users o) post, transmit, input, upload, or otherwise provide any information or materials that contain any viruses, worms, Trojan horses, logic bombs, time bombs, cancelbots, malware, ransomware, adware, or other harmful computer code or programming routines; p) impersonate or attempt to impersonate any person or entity other than yourself, falsely state or

otherwise misrepresent your identity or status, misrepresent your affiliation with a person or entity, create a false identify, or hide your true identity; q) Send, post, or transmit any unsolicited messages, chain letters, spam, or junk mail using the Services, or attempt to collect personal

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information about third parties without their knowledge or consent. You agree to access the Service only through Mascot's web interface or documented features of Included APIs.

7.2.2 You agree that you will not attempt to, nor permit any third party to, enter restricted areas of Mascot's computer systems, or perform functions that you are not authorized to perform pursuant to these Terms of Use. While using the Services you agree to comply with all applicable laws, rules, and regulations (including, but not limited to, export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander, or defamation). You shall not interfere with or disrupt the Services, our servers, or our networks, or take any action that imposes an unreasonably or disproportionately large load on our infrastructure.

7.3. Application of Copyright Policy – The Service and Mascot Content, whether owned by Mascot or licensed to Mascot from third-party providers, is subject to the following Copyright Policy. Mascot respects copyright law and expects the users of our Service to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA"), located at 17 U.S.C § 512, and other applicable laws (to the extent the DMCA and such other laws apply), Unauthorized copying or distribution of copyrighted works that is an infringement of the copyright holders' rights will be expeditiously removed from the Service upon Mascot being aware of the same. In its sole discretion and with or without notice, Mascot may terminate the accounts of sellers who infringe or are reasonably believed or alleged to have infringed upon the copyrights, or other intellectual property rights, of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the site; (iv) your address, telephone number and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Your notice must meet the then current requirement implemented by the DMCA. Our Copyright Agent for notice of claims of copyright infringement can be reached at:

Attn: Copyright Complaints

24 E. Washington St., Suite 900

Chicago, IL 60602

Or:

support@withmascot.com

7.4. Confidentiality – You agree that the Service and the Mascot Content, including without limitation the program logic and structure and business methods and practices, are the confidential and proprietary information of Mascot Technologies, LLC. You shall not: (i) disclose all or any part of such information to any third party without the written consent of Mascot Technologies, LLC, or (ii) use all or part of such information other than as expressly permitted in this Agreement.

8 Indemnification

You agree to indemnify, defend, and hold harmless Mascot Technologies, LLC, and its directors, employees, parents, subsidiaries, investors, licensors, affiliates, agents, representatives, successors, and assigns (“Indemnified Parties”), from and against all losses, claims, liabilities, damages, and expenses, including reasonable attorneys' fees and costs, that arise out of or in Mascot Terms of Use

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connection with: (i) a breach of any representation or warranty made by you in this Agreement or any breach of this Agreement by you; (ii) any alleged infringement of a third party's intellectual property right(s) by content submitted by you hereunder; (iii) your access or use of the Service or Mascot Content or Included APIs; (iv) your misuse of or reliance on any materials or information viewed, downloaded, or otherwise accessed or obtained through or in connection with the Services (including User-Generated Content); (v) your submission of information, documents, or other content (including personal information and User-Generated Content) through or in connection with the Services; (vi) your violation of or noncompliance with applicable laws or regulations; (vii) your negligence, willful misconduct, or fraud or (viii) your Third Party Sellers. Mascot reserves, and you grant to us, the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such matter without the prior written consent of Mascot.

9 Disclaimer and Limitation of Liability

9.1. DISCLAIMER – MASCOT PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, MASCOT DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MASCOT MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO BETA SERVICES. MASCOT WILL NOT BE LIABLE DUE TO DOWNTIME, DELAYS, INTERRUPTIONS, OR OUTAGES CAUSED BY THE FAILURE OF PUBLIC NETWORK OR COMMUNICATIONS COMPONENTS OR ERRORS IN ANY ELECTRONIC FILES PROVIDED BY THE SERVICE OR MASCOT. FURTHER, MASCOT WILL NOT BE LIABLE FOR ANY MIS-MAPPINGS OR ERRORS IN LISTINGS OR PRICING, NOR WILL IT BE LIABLE FOR INFORMATION OR ERRORS THEREIN PROVIDED BY INCLUDED APIS OR MASCOT, NOR FOR ANY OTHER ERRORS OR DOWNTIME CAUSED BY INCLUDED APIS OR MASCOT. MASCOT MAKES NO REPRESENTATION OR WARRANTY THAT THE OPERATION OF THE SERVICE OR THE MASCOT MARKETPLACE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND MASCOT WILL NOT BE LIABLE FOR THE DIRECT OR INDIRECT CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS. NO ADVICE OR INFORMATION FROM THE SERVICE OR MASCOT, WHETHER ORAL OR WRITTEN, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. WE DO NOT WARRANT, REPRESENT, OR GUARANTEE THAT YOUR USE AND/OR ACCESS TO THE SERVICES AND/OR USER-GENERATED CONTENT IS IN OR WILL BE IN COMPLIANCE WITH APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR USE OF AND ACCESS TO THE SERVICES, INCLUDING USER-GENERATED CONTENT ACCESSED, IS FULLY COMPLIANT WITH ALL APPLICABLE LAWS, INCLUDING INTELLECTUAL PROPERTY AND COPYRIGHT LAWS. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO ONLY THOSE REQUIRED BY LAW, FOR THE SHORTEST DURATION PERMITTED BY LAW, AND WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9.2. LIMITATION OF LIABILITY – NEITHER MASCOT NOR ANY OTHER INDEMNIFIED PARTY ARE OR WILL BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY TYPE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR

LOSS OF BUSINESS OR LOST PROFITS) AS WELL FOR AS ANY MULTIPLIER ON OR INCREASE TO DAMAGES, UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT Mascot Terms of Use

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LIABILITY, STATUTORY, COMMON LAW, EQUITABLE, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICE, THE INCLUDED APIS, OR THE MASCOT CONTENT. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT MASCOT AND ANY OTHER INDEMNIFIED PARTY SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR: (I) ANY UNAUTHORIZED ACCESS TO THE SERVICE; (II) ANY DOWNTIME, INTERRUPTION, OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (III) ANY BUGS, VIRUSES, WORMS, DEFECTS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; AND/OR (IV) ANY ERROR, MISTAKE, INACCURACY, OR OMISSION IN ANY MASCOT CONTENT (INCLUDING MASCOT), ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY MASCOT CONTENT (INCLUDING MASCOT TOOLS). SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9.3. MASCOT'S MAXIMUM LIABILITY FOR NON-BETA SERVICES – TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF MASCOT, AND ANY OTHER INDEMNIFIED PARTY, AND YOUR SOLE AND EXCLUSIVE REMEDY, FOR ALL DAMAGES, LOSSES SUFFERED BY YOU AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE, AT THE SOLE DISCRETION OF MASCOT, (A) THE REPAIR OR REPLACEMENT OF THE SERVICE BY MASCOT; OR (B) PAYMENT TO YOU OF ONE HUNDRED DOLLARS (\$100). THIS LIMITATION APPLIES NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE AND DOES NOT APPLY TO BETA SERVICES, WHICH ARE SUBJECT TO SECTION 9.4 BELOW. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9.4. MASCOT'S LIABILITY FOR BETA SERVICES – WITH RESPECT TO BETA SERVICES, IN NO EVENT SHALL MASCOT OR ANY OTHER INDEMNIFIED PARTY BE

LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGE OR LOSS OF ANY KIND, OR ANY LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, LOSS OF OR CORRUPTION OF INFORMATION OR DATA HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), EVEN IF MASCOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10 General

10.1. Term – Unless terminated earlier pursuant to Section 10.2, Service the term of his Agreement shall commence upon Acceptance and shall terminate upon the termination, cancellation, or expiration of your account to the Service.

10.2. Termination at Mascot's Discretion – In Mascot's sole discretion, it may immediately issue a warning, temporarily suspend, or terminate your access to and use of the Service or any component thereof (including terminating this Agreement), and/or delete any information that you have provided. This Section 10.2 does not limit any other remedies that may be available to Mascot Terms of Use

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Mascot. You may terminate your account at any time by contacting us using the contact information.

10.3. Effect of Expiration or Termination; Survival – Upon expiration or termination of this Agreement for any reason, you shall immediately stop using the Service (including stopping use of the Included APIs). Any provisions of these Terms that are intended to survive termination (including but not limited to any provisions regarding indemnification or limitation on liability) will continue in effect beyond any termination of these Terms or of your access to or use of the Services. Upon expiration or termination of this Agreement for any reason, your Mascot License (and Mascot License, if applicable) will immediately terminate and you shall immediately stop using the Service (including stopping use of the Included APIs).

10.4. Affiliates – Mascot is not responsible or liable for any services or APIs, including shipping or tracking, offered by partners or third parties, including third-party marketplaces and auction sites. Mascot is not responsible for the content of any third-party websites.

10.5. Third Party Agreements – You will comply with the terms and conditions of all

agreements you have with third parties, including providers of marketplaces and auction sites, as such terms and conditions relate to use of the Service, including terms and conditions related to types of items that may be sold or restrictions on concurrent sales.

10.6. No Agency – You and Mascot are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by this Agreement.

10.7. Notices – Except as explicitly stated otherwise, any notices will be given by emailing support@withmascot.com (in the case of Mascot) or by emailing the email address you provide to Mascot during the registration process (in your case), or such other address as you may specify. Notice will be deemed given twenty-four (24) hours after the email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Mascot during the registration process. In such case, notice will be deemed given three (3) days after the date of mailing.

10.8. Arbitration – PLEASE READ THIS ENTIRE SECTION CAREFULLY. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IT REQUIRES BINDING ARBITRATION OF MOST DISPUTES INSTEAD OF LITIGATION IN COURT AND AFFECTS LEGAL RIGHTS THAT YOU MAY OTHERWISE HAVE. THIS SECTION ALSO INCLUDES A CLASS ACTION AND JURY TRIAL WAIVER.

Agreement to Binding Arbitration

THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, AND TO PARTICIPATE IN A CLASS ACTION OR OTHER PROCEEDING INVOLVING MULTIPLE CLAIMANTS, BUT THEY HAVE INSTEAD CHOSEN TO HAVE ALL DISPUTES DECIDED THROUGH INDIVIDUAL ARBITRATION. THE PARTIES FURTHER UNDERSTAND THAT THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

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You and we hereby agree and consent that any claim, controversy, or dispute related to or arising out of access to and use of the Services, our marketing or communication with you, these Terms of Use (including the breach hereof), any promotions offered by Mascot, or telephonic outreach, whether based in contract, tort, statute, or other legal theory (“Disputes”), will be resolved by binding arbitration before a single arbitrator as described below. The

arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all Disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this agreement to binding arbitration, including, but not limited to, any claim that all or any part of this arbitration agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under the law or in equity. Nothing in this arbitration agreement shall be construed as a waiver of either party's right to seek public injunctive relief, and you and we agree to cooperate to affect the stay of any requests for public injunctive relief.

Any and all actions taken under this arbitration agreement are confidential and must not be disclosed to any third party. Any arbitral award will be final and binding and may be enforced by any court of competent jurisdiction. This arbitration agreement applies to you and Mascot and its affiliates and related entities. Interpretation and enforcement of this arbitration agreement will be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), provided that if the FAA is found not to apply to any issue of interpretation and enforcement, then the issue shall be resolved under the laws of the State of Delaware.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA Consumer Arbitration Rules, which are available at <https://www.adr.org/Rules>.

All AAA arbitration proceedings will be held virtually or in a location reasonably convenient to both parties, consistent with the AAA's Consumer Arbitration Rules. If you intend to seek arbitration you must first send a written demand for arbitration ("Demand"), by first class mail, FedEx, or UPS within the applicable statute of limitations. Your Demand shall be sent and delivered to Mascot 27 North Wacker Drive, Suite 438, Chicago, Illinois, 60603.

The Demand must describe the nature and basis of the claim and the specific relief sought. If the parties cannot reach an agreement within 30 days after Mascot's receipt of the Demand, either party may initiate arbitration proceedings. A form to initiate arbitration proceedings is available on the AAA site at www.adr.org. In addition to filing this form with the AAA, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send such a copy to Mascot 27 North Wacker Drive, Suite 438, Chicago, Illinois, 60603.

If any court or arbitrator determines that any term in this arbitration agreement is unenforceable for any reason as to any claim, then this arbitration agreement will be inapplicable to that claim only, and that claim will instead proceed through litigation in court rather than by arbitration, but only after the conclusion of the arbitration of any claim or dispute that is subject to this arbitration agreement.

Except if this arbitration provision does not apply, arbitration shall be your exclusive remedy.

Class Action, Class Arbitration, and Jury Trial Waiver

You and we further agree that any arbitration shall be conducted in our respective individual capacities only and not as a class action, and you and we each expressly waive our respective

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right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration agreement set forth in this section shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exceptions

Notwithstanding the parties' agreement to resolve all disputes through arbitration (i) either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction; and (ii) either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights or confidential information. Any institution of any action for injunctive relief will not constitute a waiver of the right or obligation of the claiming party to submit any claim seeking relief other than injunctive relief to arbitration.

10.9. Governing Law, Service of Process – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. You irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (the "Court of Chancery") or, to the extent the Court of Chancery does not have subject matter jurisdiction, the United States District Court for the District of Delaware and the appellate courts having jurisdiction of appeals in such courts (the "Delaware Federal Court") or, to the extent neither the Court of Chancery nor the Delaware Federal Court has subject matter jurisdiction, the Superior Court of the State of Delaware (the "Chosen Courts"), for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. You further agree that service of any process, summons, notice or document by United States certified or registered mail to your address on as provided on your account shall be effective service of process in any action, suit or proceeding in the Chosen Courts with respect to any matters to which it has submitted to jurisdiction as set forth in the immediately preceding sentence. You irrevocably and unconditionally waive any objection to the

laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the Chosen Courts and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in such Chosen Courts has been brought in an inconvenient forum.

10.10. Waivers – A party's failure to enforce any provision or part of provision of this Agreement shall not be a waiver of the provision or the right to enforce it at a later time.

10.11. Entire Agreement – This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof (provided, for avoidance of doubt, that nothing in this Agreement is intended to override the Seller Terms). You agree that you are not entering into this Agreement in reliance on any statements or representations other than those set forth herein. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be struck and the remaining provisions will be enforced.

10.12. Assignment – This Agreement and your usernames and passwords are not assignable, transferable, or sublicensable by you without Mascot's prior written consent, and any such conveyance without Mascot's consent will be null and void.

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10.13. Attorneys' Fees – The prevailing party in any litigation in connection with this Agreement will be entitled to recover from the other party its costs and reasonable attorneys' fees and other expenses.

10.14. Headings – Should any term or condition be in conflict between this Agreement and any document incorporated by reference into this Agreement, the terms of this Agreement will control. The use of headings is for convenience and will not affect the interpretation of this Agreement.

10.15. State Specific additional Provisions –

10.15.1

If you are a Californian resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

10.15.2

If you are residing in a jurisdiction that restricts the ability to enter into agreements such as those set out in these Terms, then you may not enter into this agreement, and shall not access or use the Services.

Furthermore, if you are residing in a jurisdiction where it is forbidden by law to participate in the activities or services offered by the Services, you may not enter into this agreement, and shall not access or use the Services. By using the Services, you represent and warrant that you have verified in your own jurisdiction if your use of the Services is allowed.

We make no—and you acknowledge that we make no—representation that the Services or the materials on the Services are appropriate or available for use in all locations. Those who choose to access the Services do so on their own initiative and at their own risk and are responsible for compliance with state and local laws, if and to the extent state and local laws are applicable.

We reserve the right to limit the availability of the Services, materials, or other items described or offered thereon to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such services, materials, or other items provided.

11. Fees, Payments, and Tax Documents

11.1. In consideration of the provision of the Service to you, you will pay us fees, in accordance with any fee arrangement presented to you upon registration, or otherwise agreed to by you in connection with being provided valid access to the Service. All fees are quoted in US Dollars, unless expressly stated otherwise.

11.2. Fees for sales made on Mascot Marketplace are deducted from the completed transactions. You will be paid the value of the transaction minus any applicable fee. Payments are issued through a 3rd party payment provider who will send you funds through ACH. You agree and acknowledge that you will not be paid immediately upon the closing of any transaction, and that payment may be delayed up to one (1) calendar month after the close of a specific transaction.

11.3. Fees for sales made on Included APIs and any service fees for your failure to abide by the terms of any transactions you have entered into with a third-party or included APIs will be invoiced to your account monthly. You agree to fulfill such invoices within thirty (30) days of receiving the invoice.

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11.4. Fees that we are unable to deduct from completed transactions or the failure to settle any open invoices within thirty (30) days of receiving the invoice will constitute a material breach of these Terms. Mascot may suspend or otherwise terminate your account until such invoices are settled. Fees will accrue interest at the rate of one percent (1%) per month or part thereof,

cumulative monthly on the total amount due from the due date until the date of actual payment. You will reimburse us for all legal costs and attorney fees we incur in the course of collecting your overdue Fees.

11.5. You agree and acknowledge that any interest earned on any completed transaction held in an account controlled by Mascot is the sole property of Mascot and in no event are you entitled to any interest on such transaction amounts.

11.6. You agree and acknowledge that you will be required to submit W9 / W8-BEN information to us prior to any payment to you by us. You acknowledge that we will not issue any payments to you if we have not received valid W9 / W8-BEN information. Furthermore, we may issue you a Form 1099 which would inform the IRS of any sales activity. The issuance of this form is dependent on the current threshold of sales volume and transactions as required by law.

12. Contact Us

Please direct any questions and concerns regarding these Terms or the Services to us by email at support@withmascot.com, by telephone at 917-478-5328, or by mailing us at 27 North Wacker Drive, Suite 438, Chicago, Illinois, 60603.