

VISA MASTERS OF MOVEMENT GOAL NFTS TERMS OF USE

Last Updated: 27 September 2022

These Terms of Use (the “**Terms**”) govern the offering by Visa International Service Association (“**Visa**”) and its affiliates (collectively “**we**”, “**us**”, or “**our**”) of certain non-fungible tokens (“**NFTs**”) inspired by iconic historical goals and associated with Visa’s sponsorship of the FIFA World Cup Qatar 2022™ and the Visa Masters of Movement campaign (the “**Goal NFTs**”). The Goal NFTs may be obtained either through the Crypto.com site NFT marketplace (“**Site**”) or Secondary Marketplaces (as defined below).

By obtaining or using a Goal NFT either through the Site or a Secondary Marketplace or by any others means now available or developed in the future, you agree to these Terms. These Terms are in addition to any terms the operator of the Site or a Secondary Marketplace might require. In the event of a conflict between these Terms and the terms provided by the operator of the Site or a Secondary Marketplace, these Terms shall govern. These Terms constitute a binding agreement between you and us and govern your use and possession of any Goal NFTs (regardless of where, from, or how, you obtained the Goal NFT). If you do not agree to the Terms, do not acquire, own or use a Goal NFT.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY INCLUDE IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. BY OBTAINING, OWNING, OR USING A GOAL NFT YOU AGREE TO SUBMIT ALL DISPUTES TO INDIVIDUAL MANDATORY ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

BY OBTAINING, OWNING, OR USING THE GOAL NFTS, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE OF MAJORITY IN YOUR PLACE OF RESIDENCE AND HAVE THE CAPACITY TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THESE TERMS AND AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST DISCONTINUE YOUR ACCESS TO AND USE OF THE GOAL NFTS, AND YOUR BREACH OF ANY OF THESE TERMS IMMEDIATELY TERMINATES YOUR RIGHT TO ACCESS, OWN AND USE THE GOAL NFTS AND ALL RIGHTS AND LICENSES GRANTED TO YOU HEREIN.

We reserve the right to revise these Terms from time to time without notice, provided that we will use reasonable efforts to provide notice of material changes to these Terms, such as by providing notice through the Site or on our website. When we make any such changes, we will make the updated Terms available on the Site and update the “Last Updated:” date at the beginning of the Terms accordingly. You acknowledge and agree that it is your responsibility to review these Terms periodically and to be aware of any changes. Your continued use of the Goal NFTs after changes to our Terms shall constitute your agreement to be bound by the modified Terms.

1. GOAL NFTS

(a) Each Goal NFT links to and identifies unique artwork, design, drawings and/or other content (“**Art**”) combined with names, nicknames, signatures, likenesses and/or images of one or more athletes (“**Athlete Name and Likeness**”) (collectively Art and Athlete Name and Likeness, the “**Content**”). You acknowledge and agree that we may mint, either directly or indirectly, NFTs that are similar to the Content of your Goal NFT. As an owner of a Goal NFT, you receive a Limited License to the Content as described in further detail in Section 5.

(b) Proceeds of Sale. The initial sale and purchase of the Goal NFTs will take place pursuant to the auction held on the Site as part of the Visa Masters of Movement campaign (the “**Initial Sale**”), and all proceeds from the Initial Sale will be donated to a charity designated by Visa in its sole discretion.

(c) Memorabilia. We may provide purchasers of Goal NFTs in the Initial Sale with memorabilia related to the iconic historical goal and/or athlete that inspired a Goal NFT. Such memorabilia will only be available in connection with the Initial Sale, and will be subject to the Initial Sale owner of the Goal NFT providing us with certain information that will allow us to deliver the memorabilia. Such memorabilia is solely for the personal, non-commercial enjoyment of the Initial Sale owner, and may be subject to additional terms and conditions.

(d) Obtaining Your Goal NFT. In order to obtain a Goal NFT, you may need an account on the Site or a digital wallet that is compatible with a Secondary Marketplace. We do not own or control any of the digital wallets that the Site or any Secondary Marketplace may support. Your use of the digital wallet you choose to use is at your own risk and subject to the terms and conditions of that digital wallet. You are responsible for all uses of your digital wallet and for any actions that take place using your digital wallet, whether by you or by another person. You are solely responsible for all matters and security pertaining to your digital wallet, including but not limited to keeping your private key confidential and secure.

(e) Wrapped NFTs. Goal NFTs will be initially minted on the Ethereum blockchain (“**Ethereum NFT**”). If you purchase or receive a Goal NFT through the Site, you acknowledge that you will receive a “wrapped” version of the Goal NFT that is minted on the Crypto.org Chain (“**Wrapped NFT**”) and not the Goal NFT that was minted on the Ethereum blockchain. Wrapped NFTs may be accessed, sold or transferred through the Site, pursuant to Section 2 below. If you choose, you may replace your Wrapped NFT with the Ethereum NFT, pursuant to Section 2(c) below. “**Crypto.org Chain**” means the public, open-source and permissionless blockchain operated by Crypto.com.

2. SALES OR TRANSFERS

(a) Subject to these Terms, you may sell, trade, or distribute your Goal NFT, or you may purchase or otherwise obtain a Goal NFT, on the Site or any smart contract enabled secondary marketplaces, platforms and exchanges operated by third parties where users can sell, purchase, transfer, list for auction and bid on NFTs and that supports the Goal NFTs (“**Secondary Marketplaces**”). Your limited right to sell, trade, or distribute your Goal NFT is subject to applicable laws and regulations. Note that Goal NFTs may not be compatible with all Secondary

Marketplaces, and we make no guarantee about the availability or functionality of any Secondary Marketplace. If you seek to transfer your Goal NFT via the Site or a Secondary Marketplace, or obtain a Goal NFT via the Site or a Secondary Marketplace, you may need to open an account with the Site or such Secondary Marketplace, and you may also incur gas fees or other transaction costs, which you are responsible for.

(b) You acknowledge and agree that, other than the Initial Sale, we are not a party to any agreement or transaction relating to Goal NFTs on the Site or any Secondary Marketplace. Your use of the Site or the Secondary Marketplace you choose to use is at your own risk and subject to the terms and conditions of the Site or that Secondary Marketplace. We are not liable for any loss incurred by you in connection with any transaction that takes place on the Site or on Secondary Marketplaces.

(c) In order to replace a Wrapped NFT with an Ethereum NFT, you must follow the instructions available on the Site (as at the Last Updated date above: <https://help.crypto.com/en/articles/5959030-nft-withdrawal>). By following these instructions, you acknowledge that the Wrapped NFT will be destroyed or “burned”, and you will receive in its place the Ethereum NFT. You further expressly acknowledge that you assume all risks in connection with the process of replacing your Wrapped NFT with an Ethereum NFT, and we are not responsible for any errors or failures in connection with such process, including if you lose the ability to access or use your Goal NFT.

3. TAXES

(a) You are solely responsible for determining and paying (or reimbursing for the payment of) any and all sales, use, value-added and other taxes, duties, and assessments (excluding taxes imposed on our net income) now or hereafter claimed or imposed by any tax or other governmental authority associated with your use of the Goal NFTs (collectively, the “Taxes”).

4. OWNERSHIP AND LICENSE GRANT

(a) **Ownership.** You acknowledge that Visa (or, as applicable, its licensors) owns all right, title and interest in and to the Content, including any media, design, images, illustrations, animations, graphic material, proprietary information, as well as any accompanying documentation or other written materials, tangible or intangible, and all legally protectable elements of the foregoing, including, without limitation, all derivative works, translations, adaptations or variations of same, regardless of the medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, and all intellectual property rights therein. Any Visa trademarks, service marks, trade names, brands, and/or logos embodied in the Content or Goal NFTs (“**Visa Trademarks**”) are the sole and exclusive property of Visa. Any FIFA trademarks, service marks, trade names, tournament names, brands, and/or logos embodied in the Content or Goal NFTs (“**FIFA Trademarks**”) are the sole and exclusive property of FIFA. Any Athlete Name and Likeness is the sole and exclusive property of the named athlete. Any limited license rights that you may have in and to the Content are limited to those expressly described in the Limited License. We (on behalf of ourselves and, as applicable, our licensors) reserve all other rights in and to the Content, including all copyrights in and to the

Content (e.g., the right to reproduce and make copies, to prepare derivative works, to distribute, sell, or transfer, to display, to perform, and to publicly display and publicly perform). Any use of the Content and/or Visa Trademarks and/or FIFA Trademarks and/or Athlete Name and Likeness in a manner not permitted by these Terms violates the intellectual property rights, and possibly other rights, of Visa or its licensors. Any rights granted by us hereunder may be modified or rescinded in their entirety if there are changes in technology, laws and/or regulations related to the sale of NFTs that would necessitate such changes to protect the rights or property of Visa or its licensors.

(b) **Limited License.** Subject to your lawful acquisition and use of the Goal NFTs and compliance with these Terms, we hereby grant you a revocable, non-sublicensable, non-exclusive, royalty-free, limited license, solely with respect to the acquired Goal NFT(s) to use and display the Content associated with your Goal NFT(s) solely for personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact (the “**Limited License**”). This Limited License does not grant you any rights in or to the Content other than the Limited License. Any use of the Content other than as expressly authorized herein is strictly prohibited and shall immediately terminate your right to access and use the Content. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Nothing in these Terms shall be interpreted as granting any license of intellectual property rights to you other than as explicitly set forth in these Terms.

(c) The Limited License applies only to the extent that you continue to Own the applicable Goal NFT and to the extent you are not in breach of these Terms. If at any time you sell, trade, donate, give away, or transfer your Goal NFT to a new owner, burn your Goal NFT, or breach these Terms, your Limited License shall immediately and automatically terminate without the requirement of notice or any further action, and you will have no further rights in or to the Goal NFT or Content associated with that Goal NFT. If at any time you sell, trade, donate, give away, or transfer your Goal NFT to a new owner, the new owner shall be subject to these Terms. “**Own**” or “**Owned**” means, with respect to a Goal NFT, one that is acquired through the Site or received or purchased on a Secondary Marketplace, from a then-current owner of that Goal NFT.

(d) **Restrictions.** You shall not permit any third party to do, or attempt to do, any of the following: (i) modify, alter and/or create derivative works of the Content or any portion of the Content; (ii) use the Content (or any portion thereof) for your and/or any other third party’s commercial benefit, including in any advertising, marketing or promotion related thereto; (iii) use the Content (or any portion thereof) in connection with images, videos, and/or other forms of media that depict hatred, intolerance, violence, cruelty, politics or anything else that could reasonably be found to constitute hate speech or infringe upon the rights of others; (iv) use the Content (or any portion thereof) in a manner that disparages or otherwise reflects unfavorably or harms us or our licensors, or our or our licensors’ respective products and services; (v) attempt to mint, tokenize, or create an additional cryptographic token representing the Content (or any portion thereof) on any platform; and (ix) otherwise commercially use or exploit any Content (or any portion thereof) for your or any third party’s benefit, including by selling copies of any Content or selling derivative works embodying any Content.

(e) You agree not to circumvent, disable or otherwise interfere with security-related features of the Goal NFTs that prevent or restrict use or copying of any Content, Visa Trademarks, FIFA Trademarks or Athlete Name and Likeness or enforce limitations on use of the Goal NFTs

or the Content. By accessing your Goal NFTs, you agree not to use any data mining, robots, scraping or similar data gathering or extraction methods.

(f) The Limited License applies only to the Goal NFTs on the blockchain that we, in our sole discretion, may designate, which designation shall apply retroactively. Therefore, if, for example, a fork or other event purports to result in duplicate Goal NFTs, only the NFT recorded on the blockchain designated by us will be eligible to receive the benefit of the Limited License. Any license purportedly granted hereunder to an owner of an NFT recorded on a blockchain not designated by us is void ab initio.

5. ACKNOWLEDGMENTS AND ASSUMPTION OF RISK

(a) You acknowledge and agree that there are risks associated with receiving, purchasing, holding, and using your Goal NFTs. By receiving, purchasing, holding and using a Goal NFT, you expressly acknowledge and assume all risks including, but not limited to: forgotten passwords; inability to access or use your digital wallet for any reason; mistyped addresses or improperly constructed instructions when transmitting or receiving Goal NFTs or any cryptocurrency; errors in the smart contract that mints Goal NFTs; errors in the Goal NFTs; inability to access or transfer a Goal NFT; errors arising from replacing your Wrapped NFT with an Ethereum NFT; inability to use, access, or display the Content; blockchain malfunctions or other technical errors; server failure or data loss; telecommunications failures; unfavorable regulatory determinations or actions (including with respect to NFTs or cryptocurrencies); taxation of NFTs or cryptocurrencies; unanticipated risks; volatility risks in the value of Goal NFTs and cryptocurrencies; cybersecurity attacks; weaknesses in our security; personal information disclosure; unauthorized access to applications; unauthorized third-party activities, including, without limitation, the introduction of viruses or other malicious code; and the use of phishing, sybil attacks, 51% attacks, bruteforcing, changes to the protocol rules of the Ethereum and/or Crypto.org Chain blockchains (i.e., “forks”), or other means of attack that affect, in any way, the Goal NFTs (the foregoing, collectively, “**NFT Risks**”).

(b) You acknowledge that, by owning and using the Goal NFTs, you have sufficient knowledge, sophistication, experience, and understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of blockchain technology, NFTs, digital assets, digital wallets, wrapped digital assets, and cryptocurrencies to understand these Terms, to appreciate the risks and implications of purchasing or obtaining a Goal NFT, and to make your own evaluation of the merits and risks of any transaction conducted relating to a Goal NFT or any digital asset associated with such transaction.

(c) We are not responsible if the Content becomes inaccessible to you for any reason, or for any modifications or changes to the Content including any deletion, removal, or inaccessibility on the Site, Secondary Marketplace or otherwise. You acknowledge and agree that we may modify, replace, or remove the Content associated with your Goal NFT at any time if we, in our sole discretion, determine it to be necessary. We cannot guarantee that unauthorized copies of the Content associated with your Goal NFT will not be created by others and Visa shall have no obligation to enforce any rights that you may have in or to the Goal NFT. You also acknowledge and agree that we, or any third party on our behalf, may make additional copies of, and distribute,

the Content and could sell or otherwise assign the copyright or other intellectual property rights or economic rights in such Content.

(d) You also acknowledge and agree that:

(i) Goal NFTs are intended and offered solely for personal entertainment or personal consumptive purposes and not intended or suitable for investment, speculation, or financial gain;

(ii) Purchase or acquisition of Goal NFTs does not entitle the owner to any equity or ownership interest in any entity, project, or endeavor;

(iii) Malicious actors may hack or exploit systems and steal Goal NFTs or other digital assets, or attempt to impersonate owners of Goal NFTs, counterfeit Goal NFTs, sell replicas of original Goal NFTs, or misuse Content associated with Goal NFTs;

(iv) The regulatory regime governing blockchain technologies, cryptocurrencies, tokens, and NFTs is uncertain and continually evolving, and new regulations or policies may negatively impact the potential utility or value of your Goal NFTs, or your ability to transfer or sell your Goal NFT(s);

(v) The market for NFTs is new and volatile, and the price of a Goal NFT as it relates to fiat currency may greatly decrease over a short period of time, impacting the liquidity and the price of a Goal NFT. NFTs compete with other digital assets, and this competition may negatively impact the potential utility or value of your Goal NFT(s). A lack of use or public interest in NFTs could also negatively impact the potential utility or value of your Goal NFT(s). Each Goal NFT has no inherent or intrinsic value. We cannot guarantee that any purchases of Goal NFTs will retain their original value, as their value is inherently subjective and various external factors may materially impact the value and desirability of any particular Goal NFT;

(vi) We do not provide any application or other service to receive, access, view, or display the Content associated with your Goal NFT, and do not guarantee you will be able to do so. It is your responsibility to procure a digital wallet or other means to allow for you to access or view the Content associated with your Goal NFT, and to store the requisite private key(s) or other credentials necessary to access your digital wallet or other technologies. You acknowledge that the risk of acquiring a Goal NFT from us or others; holding and using the Goal NFT; and transferring your Goal NFT between your accounts or digital wallets or to others rests entirely with you. If your private key(s) or other access credentials are lost, you may lose access to your Goal NFT. We are not responsible for any such losses, including, but not limited to, losses arising from Secondary Marketplaces;

(vii) Your purchase or ownership of a Goal NFT complies with applicable laws and regulation in your jurisdiction;

(viii) We do not store, send, or receive Goal NFTs. Your Goal NFTs exist only by virtue of the ownership record maintained on the Crypto.org Chain and/or Ethereum blockchains (as applicable). Any transfer of Goal NFTs occurs through the Crypto.org Chain

blockchain or Ethereum blockchain (as applicable). Upgrades to the Crypto.org Chain blockchain or Ethereum blockchain, a hard fork in the Crypto.org Chain blockchain or Ethereum blockchain, a failure or cessation of the Crypto.org Chain blockchain or Ethereum, or a change in how transactions are confirmed on the Crypto.org Chain blockchain or Ethereum blockchain may have unintended, adverse effects on your Goal NFT(s);

(x) There are risks associated with using Internet-native digital assets (e.g., NFTs, cryptocurrencies, etc.), including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your digital wallet;

(xi) You agree that the Goal NFTs are not and shall not be fractionalized, or capable of use as a coupon, investment, security or other financial instrument or knowingly marketed in any other manner that would cause transactions to be governed by any applicable securities laws, including but not limited to the Securities Act of 1933, and are not convertible virtual currencies;

(xii) Under no circumstances will creating and making the Goal NFTs available to be obtained be deemed to create a relationship that includes the provision or tendering of investment advice; and

(xiii) We may go out of business, declare bankruptcy or cease operations, thereby decreasing the use or value of Goal NFTs.

6. DISCLAIMER OF WARRANTIES

(a) IF YOU CHOOSE TO ACQUIRE, OWN OR USE A GOAL NFT, YOU DO SO VOLUNTARILY AND AT YOUR SOLE RISK. THE GOAL NFTS ARE PROVIDED “AS IS” AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DISCLAIM ALL WARRANTIES OR OTHER TERMS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT: THAT THE GOAL NFTS, INCLUDING THE WRAPPED NFTS AND ETHEREUM NFTs, WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT ANY PART OF THE GOAL NFTS OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE GOAL NFTS WITH REGARD TO TITLE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, AUTHENTICITY, SCARCITY, APPROPRIATENESS FOR ANY PURPOSE, OR OTHERWISE. DUE TO THE NATURE OF THE INTERNET, WE CANNOT GUARANTEE THE CONTINUOUS AND UNINTERRUPTED AVAILABILITY AND ACCESSIBILITY OF THE GOAL NFTS. WE MAY RESTRICT THE AVAILABILITY OF THE GOAL NFTS OR CERTAIN AREAS OR FEATURES, IF NECESSARY, IN VIEW OF CAPACITY LIMITS, THE SECURITY OR INTEGRITY OF OUR SERVERS, OR TO CARRY OUT MAINTENANCE MEASURES THAT ASSIST IN THE PROPER OR IMPROVED FUNCTIONING OF THE GOAL NFTS. IF YOU

ARE DISSATISFIED WITH ANY OF THE MATERIALS CONTAINED IN THE GOAL NFTS, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE GOAL NFTS.

(b) We will not be responsible or liable to you or any other party for errors or failures to execute any transaction related to obtaining your Goal NFT, including, without limitation, errors or failures caused by: (i) your failure to follow our instructions, including the instructions referenced in Section 2(c); (ii) any loss of connection to the Site or a Secondary Marketplace unless caused by our gross negligence; (iii) a failure of any software or device used by you to obtain your Goal NFT; or (iv) for any other failure to execute your Goal NFT transaction or for errors or omissions in connection with this activity unless caused by our gross negligence.

7. INDEMNIFICATION

(a) You shall indemnify, defend (at our request) and hold harmless us, our affiliates and licensors (e.g., FIFA), and each of our respective officers, agents, directors, representatives, contractors, and employees, from and against any and all claims, suits, demands, actions, losses, liabilities, damages, judgements, penalties, fines, expenses and other costs (including reasonable attorneys' fees) arising from your breach or alleged breach of these Terms. We will also have the right to provide our own defense additionally or alternatively at our own expense.

8. LIMITATION OF LIABILITY

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: IN NO EVENT WILL WE BE LIABLE FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION); AND (II) ANY DAMAGES ARISING FROM ANY NFT RISKS, ARISING OUT OF OR IN ANY WAY RELATED TO OBTAINING, OR THE SALE OR USE OF, GOAL NFTS OR CRYPTOCURRENCIES OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE). IN ANY CASE, OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED \$1,000.

9. USER CONDUCT

- (a) By owning or using a Goal NFT, you agree not to:
- (i) use the Goal NFT for unlawful purposes, in violation of any applicable local, state, national or international law, or to promote any unlawful activities (including, without limit, engaging in any intellectual property infringement);

- (ii) remove or modify any copyright, trademark or other intellectual property notices that appear in the Goal NFT or Content;
 - (iii) reproduce, modify, distribute, display or otherwise provide access to, create derivative works from, decompile, disassemble or reverse engineer any portion of the Goal NFT;
 - (iv) interfere with, or compromise the system integrity or security of the Goal NFT, or otherwise bypass any measures we may use to prevent or restrict access to the Goal NFT;
 - (v) access or use the Goal NFT to develop competitive products or services; or
 - (vi) alter or interfere with the operation of any smart contract used in connection with the Goal NFT; or attempt to, or permit or encourage any third party to, do any of the above.
- (b) You represent and warrant that:
- (i) you are not located in and you will not transfer the Goal NFT to any individual, entity, or organization located in a country that is subject to a United States Government embargo, or has been designated by the United States Government as a terrorist-supporting country, or with whom any United States law, regulation, or executive order prohibits U.S. companies and individuals from dealing, including, names appearing on the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”)’s Specially Designated Nationals and Blocked Persons List (“SDN List”); and
 - (ii) You are not transferring the Goal NFT with the intent or expectation of profits from any appreciation in value or otherwise from the Goal NFT.

(c) Users who violate systems or network security may incur criminal or civil liability. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

10. **ARBITRATION/DISPUTE RESOLUTION**

(a) YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

(b) Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and solely and finally resolved by confidential arbitration in accordance with these Terms and, where not inconsistent with these Terms, with the Fast Track Arbitration Rules of Procedure (or similar rules then in

effect) of the Institute for Conflict Prevention & Resolution (CPR), which rules are hereby incorporated by reference. Unless otherwise agreed, the location of the arbitration shall be in New York, NY, U.S.A. The number of arbitrators shall be one (1) who shall be selected by us. The parties agree that discovery or exchange of non-privileged information shall be limited to those documents a party intends to use in evidence at the hearing and other reasonable discovery as directed by the panel. Except as may be required by law or expressly permitted in this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, pre-award interest or any incidental, indirect or consequential damages including lost profits or harm suffered by third parties. All costs and expenses of the arbitrator shall be borne by you and us equally, and you shall bear your own arbitration costs, including attorneys' fees and travel expenses. A reasoned award shall be issued in writing by the arbitrator and shall be final and binding. If not fully satisfied within thirty (30) days, such award may be enforced in any court of competent jurisdiction and you hereby consents to the jurisdiction of such court solely for the purposes of complying with this section and the award granted in accordance with it. Nothing in these Terms limits our right to obtain provisional, injunctive, or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration. You do not have the right to arbitrate on a class or representative basis any dispute, controversy, or claim arising out of or relating to these Terms, or the interpretation, enforceability, or validity of these Terms, including, without limitation, this section. A printed version of these Terms and of any notice given in electronic form shall be admissible in arbitral proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

(c) Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Goal NFTs or these Terms must be filed within one (1) year after such claim or cause of action arose or will be forever barred.

11. MISCELLANEOUS

(a) **Notices.** All legal notices under these Terms must be in writing and delivered by hand, overnight delivery, or certified or registered mail, return receipt requested, to the following address: Visa International Service Association, P.O. Box 8999, San Francisco, CA 94128-8999, Attn: Office of General Counsel

(b) **Entire Agreement.** These Terms constitute the complete understanding and agreement of you and us with respect to the Goal NFTs and supersedes any and all prior or contemporaneous written or oral agreements between you and us with respect to the Goal NFTs. Prior agreements between us and you relating to any article(s) will continue to govern those prior article(s).

(c) **No Waiver.** No waiver by us of any breach or default by you under these Terms shall be deemed to be a waiver of any preceding or subsequent breach or default. No right or term of these Terms will be deemed waived, and no breach of these Terms excused, unless the waiver or consent is in writing and signed by you and us.

(d) **Severability.** If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as

possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

(e) **Assignment.** We have the unrestricted right to assign these Terms and to assign, subcontract, license and sublicense any or all of its rights and obligations hereunder. These Terms are personal to you and shall not be assigned or transferred by you. Any other attempt by you to assign, sub-license, or transfer your rights and any licenses granted hereunder under these Terms shall be null and void.

(f) **Force Majeure.** We will not be responsible for any failure to fulfill any obligation due to any cause beyond our control. In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of the rights and access granted hereunder with respect to the Goal NFTs arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

(g) **No Rights of Third Parties.** You agree that there are no third-party beneficiaries to these Terms.

(h) **Governing Law.** These Terms and your use of the Goal NFTs are governed by the laws of the State of New York, without regard to its choice of law provisions. However, any determination as to whether a dispute is subject to arbitration, or as to the conduct of the arbitration, shall be governed exclusively by [the Federal Arbitration Act, 9 U.S.C. § 1 et seq].

(i) **Term and Survival.** These Terms shall be applicable from the date you obtain or use a Goal NFT and continue until terminated in accordance with these Terms. The terms and conditions of these Terms that by their sense and context are intended to survive termination hereof will so survive, including without limitation, Sections 3 through 11.