

## **TERMS AND CONDITIONS**

### **Overview**

This website is operated by mschf.xyz. Throughout the site, the terms “we”, “us” and “our” refer to mschf.xyz. mschf.xyz offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### **Terms of Service**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You are also certifying that you are currently living in the United States of America.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

Additionally, placing an order through our website is an agreement of our terms and conditions.

### **Who Is MSCHF**

Who aren't we?

### **Purchase Policy**

All sales are final. There are no exceptions.

### **Shipping Policy**

Once your order is placed, we will ship as soon as possible.

There are no guaranteed delivery windows or ship-by dates.  
We'll do our best to update consumers if there are unforeseen delays.

**Return Policy**

We do not accept returns.

**Refund Policy**

We do not offer refunds.

**Cancellation Policy**

We do not accept order cancellations.

**Customer Support Window**

After 60 days of purchase we do not carry out customer service on products.

**General Conditions**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

**Eligibility**

The Promotion is open only to legal residents of the 50 United States and the District of Columbia, who are 18 (except 19 in Alabama and Nebraska and 21 in Mississippi) years of age or older at the time of Promotion registration. Employees of MSCHF (Sponsor), their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse, and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the program. By participating, you agree to these Official Rules and to the decisions of the Sponsors, which are final and binding in all respects. Void in any other US jurisdiction not listed above and where prohibited by law, rule, or regulation. All federal, state, and local laws and regulations apply.

**Prize**

There is a single payout "prize", the amount of which will be the total prize pool displayed on the MSAT website at the conclusion of the sign up period minus any associated credit card fees.

**Prize Restrictions**

Limit of one entry per person.

**Promotion Period**

February 28th, 2022 to March 6th, 2022

## **Participation**

Participants that are legally eligible will purchase a one-time entry (\$52.00 USD). After purchasing an entry, the participant will take the MSAT exam on Saturday, March 5th, 2022 starting at 12 PM EST. Upon completion, the exams will be graded. The participant with the highest score will be announced as the winner of the promotion on Sunday March 6th, 2022. If more than one participant ties with the highest score, the winner will be determined based on who has the highest score and the fastest time to complete the exam. Participants who pay for entry into the exam and do not show up during the specified exam period will not be eligible to win the prize. The exam will only run one time.

**SAT® is a trademark owned by The College Board, which is not affiliated with, and does not endorse, this promotion.**

## **Notification of Winning**

The Potential First Place winner(s) will be notified by email and/or phone within two (2) business days of the Promotion Period. Potential First Place Prize winner(s) will be sent, via email and/or overnight mail, an Affidavit of Eligibility/Release, and an IRS W9 Form. All forms must be completed, signed, and returned to Sponsors within seven (7) days of date of issuance. The potential winner then and only then becomes the "winner." If such potential winner cannot be contacted within a reasonable time period (one week after notice), if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner may be selected from among all remaining Entries for that drawing.

**PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSORS' SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.**

## **General**

Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsors and/or their licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsors and/or their licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort, or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than the single available payout. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of

the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsors with proof that the potential winner is the authorized account holder of the email account associated with the winning Entry. The authorized account holder is deemed to be the natural person who is assigned the email account by the email platform operator. If, in Sponsors' sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

### **Conduct**

By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding, and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. **CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

### **Limitations of Liability**

The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

**Release**

All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Promotion Parties and Sponsors from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.

**Choice of Law and Jurisdiction**

Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsors, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than State of Texas. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of Texas. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-conveniens or lack of personal jurisdiction they may have. By participating in this Promotion, you agree that (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorneys' fees; and (iii) under no circumstances will you be permitted to obtain awards for and hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**Privacy for this program**

Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold, or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsors, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsors' Privacy Policies, which are available at <https://www.msCHF.xyz/app/privacy-policy.pdf>. In the event of any discrepancy between the Sponsors' Privacy Policies and these Official Rules, these Official Rules shall control and govern.

**Tax Information**

All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to the First Place Prize Winners.

**Accuracy, Completeness and Timeliness of Information**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### **Modifications to the Services and Prices**

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

### **Products or Services**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

### **Accuracy of Billing and Account Information**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

### **Optional Tools**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

### **Third-Party Links**

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

### **User comments, feedback and other submissions**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

### **Personal Information**

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

### **Errors, Inaccuracies and Omissions**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on



any related website is inaccurate at any time without prior notice (including after you have submitted your order).

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

### **Prohibited Uses**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

### **Disclaimers of Warranties, Limitation of Liability**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representations, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall MSCHF, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

By electing to receive content from MSAT and mschf.xyz, consumer agrees to:



1. Assume ANY and ALL RISKS of INJURY OR DEATH resulting from use of the product,
2. WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against mschf.xyz, MSCHF.xyz, or any other owner or operator of businesses offering products through this website, or any one of the aforementioned entities and each of their insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers and agents, as well as any manufacturers and distributors (hereinafter the "Indemnified Parties" collectively, the "Indemnified Party" individually) that are based on, arise or result from, in whole or in part, use of the product, and
3. INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS, from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any activity and any loss, damage or injury, including death, that may be sustained by buyer or assignee, or caused to others or their property by buyer or assignee. Buyer also agrees to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Indemnified Party in defending an investigation, claim or suit brought by or on behalf of Buyer or assignee.

### **Indemnification**

You agree to indemnify, defend and hold harmless mschf.xyz and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

### **Severability**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

### **Termination**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

### **Entire Agreement**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals,

whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

### **Governing Law**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of United States.

### **Changes to Terms**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

### **Contact**

Questions about the Terms of Service should be sent to us at [support@mschf.xyz](mailto:support@mschf.xyz).

**Mobile Messages.** These terms relate specifically to your use of text/SMS messages to receive one-time passcodes and marketing text from MSCHF and its brands (i.e. At All Costs, Foot by Foot (FxF), Blur, Boosted Packs and more).

- (a) Receiving one-time passcodes and marketing text in an SMS message. By providing a mobile phone number, you represent and warrant that you are in lawful possession of the mobile phone or wireless device to which you request directing messages to be sent. You agree and represent that all registration and contact information provided as part of your account, including the mobile phone number registered, is accurate and current. If any of your registration or contact information or your mobile phone number changes, you agree to update it immediately. You are solely responsible for the use of the Services by you and anyone you allow access to the Services.
- (b) Short Code; Quantity of Messages. You acknowledge and agree that the Service may send you recurring messages that provide one-time passcodes or marketing text.
- (c) Functionality; Security; Mobile Use Precautions. The Services may not be available at all times and in all areas; certain variables could affect delivery of the messages, including but not limited to the functionality of your carrier's network and text messaging platform, and restrictions set by your carrier to your account. Neither MSCHF and its brand nor its third party service providers guarantee message delivery, completeness, accuracy, or timeliness, or that Services will be available at all times. Neither MSCHF and its brands nor its third party service providers are responsible for messages that are lost or misdirected.
- (d) Third Party Charges and Mobile Messages. If you choose to receive your one-time password or marketing text in an SMS message, a device that can receive the SMS is required. SMS messages are not available on all carriers or on all rates plans. Even for Services for which MSCHF and its brands do not charge, standard message and rates may apply from your mobile

or wireless device carrier. Your carrier may charge you for each text message sent and received. Contact your carrier for text messaging rates and terms applicable to your plan. You are solely responsible for any fees or charges incurred from participating in the Services. Under no circumstances will MSCHF, its brands, its third party service providers, agents or affiliates be responsible or liable for any text messaging or wireless service charges incurred by you, any person responsible for charges related to the registered mobile or wireless device, or any person having access to the registered mobile phone or wireless device, or for any overcharge or billing error by or any billing dispute with any mobile or wireless device carrier.

(e) How to Opt Out. If you have supplied your mobile phone number as part of your user account or as part of a web form on MSCHF owned sites, you may also have the ability to opt out by signing into your account and removing your phone number or by requesting your removal in an email instead.

(f) Customer Care. For customer support, go on the Internet to [www.msCHF.xyz/about](http://www.msCHF.xyz/about), or call 1-833-802-8117.

## **Privacy Policy**

We collect information when you visit, use, or view our Services or otherwise voluntarily submit your information when contacting us.

### **Kinds of Information We Collect**

We may collect information that you voluntarily give us, as well as location-based information and site visitor-ship data as described below.

### **Personally Identifiable Information**

In order to take advantage of certain features, you may be asked to provide personally identifiable information about you that would enable someone to contact you directly. Personally identifiable information includes your email address, name, postal/mailling address, telephone numbers, social security number, shipping and billing addresses, or persistent identifier (such as a customer number held in a cookie) which is associated with personally identifiable information, as well as other information that you may provide voluntarily. We collect such personally identifiable information that you give us so that we may view:

- the date and time you access the Services;
- your internet service provider, mobile carrier, or data services provider;
- your Internet Protocol (IP) address;
- the pages you visit;
- the products you purchase and review;
- the links you click;
- the features used;
- how and when you interact with the services;
- the content, images and advertisements you select; and
- how you arrived at the Services and where you go when you leave.

We will use the personally identifiable information we collect to provide you with specific information and services that you request, and with additional information and services that may be of interest to you. By providing your personally identifiable information, you fully understand and consent to the collection and processing of such information in the United States of America and other countries. To protect your

privacy and security, we will also take reasonable steps to verify your identity, such as requiring a password and user ID, before granting access to your data. While we strive to protect our user's personal information and privacy, we cannot guarantee the security of any information you disclose online, and you do so at your own risk.

We may also collect non-personal information such as your IP address and use 'cookies' on the website. The information obtained from collecting IP addresses and using 'cookies' is not personal information about you. For more information, please read the sections on IP addresses and cookies below.

### **Location-Based Information**

We may collect information relating to your general location based on (1) information you manually provide, (2) the IP address of your computer, (3) Global Positioning System (GPS) information sent to us by your GPS-enabled device, and (4) the proximity of your laptop computer, mobile wireless device, personal digital assistant, personal communication system, or other communications device (your "Personal Communication Device") to the nearest radio tower or cell site. We may also be able to detect when your Personal Communication Device is activated as well as when and how you are using it. MSCHF may collect data to verify the information you provide manually and to provide you with location-based content. We may associate Personally Identifiable Information with location-based information provided by you or your Personal Communication Device solely for our internal use and to improve your experience with the Services.

### **Site Visitor-ship Data**

Site visitor-ship data is information about the way a website is used that is not associated with an individual's identity. We use anonymous data regarding online behavior to better understand how people use our Services. To that end, we may use aggregated, anonymous online traffic behavior along with information from third parties to track usage trends and thereby improve the Services. We may also use this aggregated, anonymous information to develop reports that we may share with third party marketing partners and affiliates. The kind of information we may collect includes:

- the date and time you access the Services;
- your internet service provider, mobile carrier, or data services provider;
- your Internet Protocol (IP) address;
- the pages you visit;
- the products you purchase and review;
- the links you click;
- the features used;
- how and when you interact with the services;
- the content, images and advertisements you select; and
- how you arrived at the Services and where you go when you leave.

Most site visitor-ship data is collected using data collection tools such as web beacons, cookies, embedded web links and other software (together, "Data Collection Tools"). Data Collection Tools are typically small data files or software that are sent to your browser and stored on your computer or mobile device hard drive. Most browsers and display software can be set to inform you when Data Collection Tools are being used or other tracking software is being sent to your computer or Personal Communication Device. They also provide you with the option of refusing such Data Collection Tools. However, refusing to allow the use of Data Collection Tools may, in some cases, preclude you from using, or negatively impact the display or function of, certain areas or features of the Services, including preventing you from purchasing products.

Data Collection Tools may store the information in your shopping cart and allow us to relate your use of the Services to other information about you, including your Personal Information. We may do this to improve and personalize your experience with the Services and help resolve problems you experience through your use of the Services.

### **Do Not Track**

We do not adjust or alter our Site's data collection and use practices when receiving Do Not Track transmissions from your browser.

### **Disclosure of Information**

MSCHF will not release any personally identifiable information to third parties without your consent except as follows:

By providing us your personally identifiable information grants MSCHF, the right to use such information for the provision of Services to you and for the benefit of MSCHF without restrictions for the purposes that include, without limitation, research, marketing, and content, product and lead development.

MSCHF may share information we collect with our business and third party marketing partners. If we share your information, we will request that such third parties treat your information in accordance with this Privacy Policy and refrain from disclosing or using your personally identifiable information for purposes other than for the provision of Services to you or for the benefit of MSCHF. MSCHF does not provide personally identifiable information to unaffiliated third parties for use in marketing directly to you. To the extent required, you hereby authorize this use of your personally identifiable information.

We may disclose information we collect, including personally identifiable information, to third parties as required or permitted by law. For example, we may disclose information:

to regulators;

to law enforcement authorities pursuant to an official request;

to vendors who provide us with services; and

to companies that may acquire part or all of MSCHF or an affiliated company.

MSCHF is not responsible for the protection of the information you provide to other websites. You should be aware that when you voluntarily disclose personally identifiable information through other applications and websites, such information can be collected and used by others and may result in unsolicited communications.

### **Advertising**

We may use third-party companies to serve ads and provide content through the Services. These companies may use cookies and other Data Collection Tools that are not sent by us to learn about your use of the Services and other websites and apps in order to present personalized advertisements and other messages that may be of interest to you. MSCHF is not responsible for such cookies and tracking software.

### **Commercial Transactions**

Circumstances may arise where, whether for strategic or other reasons, we decide to sell, buy, merge or otherwise reorganize our business. Such a transaction may involve the disclosure of personally identifiable information to prospective or actual purchasers or joint venture partners, or the receipt of it from sellers. It is our practice to seek appropriate protection for information in these types of transactions.

## **Information Security**

Whenever you enter an area of the site that carries or requires you to enter sensitive information such as your credit card details, a padlock icon will appear in the address bar of your browser, indicating that the page is secure. MSCHF uses the Secure Sockets Layer (SSL) and Private Communications Technology security standards that are supported by Microsoft Internet Explorer 4.0 or later and other popular browsers. SSL encodes your personal information by encrypting credit card number, name, address, phone number, identification number and your password so that they cannot be read by unauthorized parties.

While we may provide encryption technologies and use other reasonable precautions to protect confidential information and provide suitable security, we do not guarantee that information transmitted through the Internet is secure, or that such transmissions will be free from delay, interruption, interception or error.

MSCHF may implement certain physical, technological and managerial procedures to safeguard the personally identifiable information we collect. However, these procedures do not guarantee that the information will remain secure against theft or misuse.

## **Communications**

From time to time, MSCHF and its affiliates may communicate with you regarding your transactions and the administration of your account, current projects, special offers, invitations to events, offers for services, new product previews and updates to the Services, press releases and announcements concerning the services we provide, contests and sweepstakes, as well as important changes in our Terms of Use and this Privacy Policy. By providing us with your e-mail address and/or your mobile phone number, you consent to receiving such communications. If at any time you decide for any reason that you no longer wish to receive such communications, you may “opt out” of receiving them by using one of the following methods:

Select the “opt out” or “unsubscribe” link, or follow the opt-out instructions that may be included in such communication.

Where applicable, return to the web page(s) or service where you originally registered your preferences and follow the opt-out instructions.

E-mail us at [support@mschf.xyz](mailto:support@mschf.xyz). Be sure to provide your name, e-mail address and postal address, and specific relevant information about the particular service you no longer wish to receive.

Please be aware that when you opt out of receiving communications, it may affect the services you have chosen to receive from us where accepting the communications is a condition of receiving such services. By registering as a user or purchasing products, you consent to receiving administration and transaction related communications.

## **Hyperlinks and Referrals**

Other websites accessible through the Services (through hyperlinks, advertisements or otherwise) have their own privacy policies and data collection, use and disclosure practices. Please consult their terms and conditions and privacy policies prior to use.

We do not, even periodically, review the privacy policies or terms of use of third parties and we are not responsible or liable for their privacy practices, availability or reliability of the services they may provide, or the accuracy or completeness of their content.

## **Children's Privacy**

We do not knowingly collect or distribute personally identifiable information from children under the age of 13. As one measure to ensure that we do not gather personally identifiable information from children under 13, we require that all individuals provide a valid credit card number before completing a purchase order. If you are the parent or guardian of a child under the age of 13 and believe that we have collected personally identifiable information contrary to this policy or, in the United States, the Children's Online Privacy Protection Act (COPPA), please contact us by email so that we may delete such information. You can learn more about COPPA at the United States Federal Trade Commission website: <http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>

### **Safe Harbor Data Privacy Notice**

In the US, MSCHF adheres to the Safe Harbor Principles published by the U.S. Department of Commerce (the "Safe Harbor Principles") with respect to personally identifiable information it receives from the European Union. This notice outlines MSCHF's general policy and practices in compliance with the Safe Harbor Principles, including the type of information to which this notice applies, how we use information, and your choices regarding our use of, and your ability to correct, your personally identifiable information. For purposes of this notice, "personally identifiable information" includes information (a) transferred from the European Union to the United States; (b) recorded in any form by us; and (c) pertaining to a specific individual who is identified in, or is identifiable from, the data. This notice applies to all personally identifiable information we handle, including on-line (except as noted below), off-line, and manually processed data. If there is any conflict between this Privacy Policy and the Safe Harbor Principles, the Safe Harbor Principles will apply.

### **Notice and Choice**

We obtain personal information only as permitted by the Safe Harbor Principles or with the consent of the individual affected. We may ask for your consent to collect, use, and/or disclose personal information in certain ways, and you may be required to give your consent in order to use our services. To the extent permitted under the Safe Harbor Principles, we reserve the right to process personal information in the course of providing services through the Services without the knowledge of individuals involved.

### **Transfers**

MSCHF will obtain assurances from its affiliates that they will safeguard personal information consistently with this Privacy Policy. If we learn that an affiliate is using or disclosing personal information in a manner contrary to this Privacy Policy, we will take steps to prevent or stop the use or disclosure.

### **Security & Enforcement**

MSCHF will take reasonable precautions to protect personal information in its possession from loss, misuse and unauthorized access, disclosure, alteration and destruction, and it will conduct compliance audits of its relevant privacy practices to verify adherence to this Privacy Policy. We cannot guarantee, in every circumstance, the security of the personal information you provide through the Services. All incoming encrypted information is routed through our firewall, which serves as a gatekeeper for our system. Only data containing the correct authorisation is permitted past the firewall. Attempts to pass the firewall are constantly monitored for suspicious activity.

### **Effective Date**

This is our most current Privacy Policy and is effective as of August 1, 2019. We reserve the right to change any of our terms and policies at any time, without notice. If we change it, we will post the



then-current Privacy Policy on this page. Any changes to this Privacy Policy will be effective as of the date posted.

**Contact Us**

If you have questions or comments about our policies, please contact [support@mschf.xyz](mailto:support@mschf.xyz)