MODO® RIPS RULES

Last Updated: November 2, 2026

Modo® Rips are operated by ARB Gaming, LLC d/b/a Modo.us® ("**Modo®**" the "Company," "Us, or "We") and are accessed via **www.modo.us** (the "Website," "Site," or "Platform").

PURCHASERS OF MODO® RIPS (DEFINED BELOW) MUST REGISTER AND MAINTAIN AN ACCOUNT WITH MODO® AND ACCEPT THE TERMS OF USE ("TERMS"), WHICH IN TURN INCORPORATE AND APPLY TO THESE MODO® RIPS RULES ("RULES"). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PLEASE NOTE THAT THESE RULES EXPRESSLY INCORPORATE SECTION 20 (LIMITATION OF LIABILITY AND INDEMNIFICATION) AND SECTION 21 (CUSTOMER SERVICE AND INITIAL DISPUTE RESOLUTION PROCEDURE), AS WELL AS THE BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER FOUND AT SECTION 22 OF THE TERMS. ANY CAPITALIZED TERMS NOT EXPRESSLY DEFINED IN THESE RULES HAVE THE MEANING SET FORTH IN THE TERMS. THESE RULES GOVERN AND CONTROL THE MODO® RIPS PRODUCT OFFERED BY MODO® AND ARE CONSIDERED TO BE PART OF THE TERMS.

These Rules are in addition to the Terms and are meant to supplement the Terms with respect to the use of the Modo® Rips service. Any conflict between the Terms and these Rules shall be resolved in favor of these Rules solely with respect to Modo® Rips.

1. General Provisions. Modo® Rips is a casual entertainment gaming experience available on the Site that allows Users to purchase and open virtual mystery packs (**"Pack"**) using Wallet Cash added to their Modo® Wallet, as further described in Section 12 of the Terms. Wallet Cash used to purchase a Pack are subject to the terms and conditions applicable to the Modo® Wallet set forth in the Terms, including the restrictions on transfer set forth therein, and cannot be used on third-party sites or for any other services except as expressly permitted under the Terms. The Site is provided for entertainment purposes only. The Site is provided in English language and offered to Users over the age of 18 located within the United States (with the exception of Washington).

2. Pack Contents and Value. Each Pack identifies the potential contents which may be in a Pack, the Estimated Market Value (**"EMV"**) of the Goods which may be distributed, and likelihood, rarity or odds of revealing each of the same. The specific Good received by the User is randomized, but Users always receive a Good which they expect to receive upon making a purchase. You acknowledge the value of the item revealed in a Pack will be equal to or greater than the Pack's retail price as the supplemental GC has fair market value (as determined by the applicable GC package pricing) as well as entertainment value by allowing access to greater range of activities and Rewards and a greater community status on the Site.

   All Modo® Rips contain either: (1) merchandise or product that have a real-money value (e.g. bluetooth speakers, branded merchandise, or other physical items) that are revealed by a graphic depiction of the item or; (2) purely digital product(s) that have a real-money

value (e.g., a gift card or unique digital wallpaper). In addition to the foregoing products, Modo® Rips may also contain Gold Coins (collectively, we refer to the items available for purchase in the Modo® Rips as **"Goods"** or each a **"Good"**).

By purchasing a Pack using Wallet Cash, you agree that you are purchasing a particular product (e.g. a watch, collectible item, or other expressly defined goods or merchandise and Gold Coins). Users are not competing for a certain or grand prize, where some Users win and others lose based on chance. Instead, all Users can elect to receive exactly what they purchase.

3. Item Redemption Options. Once a Pack is opened and the Good is revealed, with respect to the physical or digital product or merchandise, the consumer may elect to either: (1) receive the physical merchandise or products, pay the shipping fee, and have the Good shipped to them directly, or for purely digital products, keep the product; (2) sell the item back to the Platform for real-money (subject to a minimum cash redemption amount/payment processing fees); or (3) sell the item back to the Platform for Wallet Cash credited to your Modo® Wallet, subject to the Modo® Wallet terms set forth in Section 12 of the Terms. For physical items, Users may only elect to ship one Good at a time. Pack opening animations are for display purposes only and while we make every effort to display Goods accurately, any Goods shown within a Pack may vary from those received.

4. Source, Availability, and Shipping of Goods. We source the Goods, subject to availability and to the provisions of these Terms of Service, from our supply chain and/or selected external suppliers. We will arrange for the Goods to be shipped to you, or you may be directed to the supplier's site to complete the checkout and shipping process. In order to redeem any Goods you are responsible for providing accurate delivery information (name address, email, and any other necessary delivery instructions). Failure to provide complete information may result in delays in delivery, additional charges or order cancellations which will refund the value of the Good(s) back to your account as credits. We are not responsible for delays caused by inaccurate information. Once you have elected to ship a Good, returns refunds, and/or exchanges are subject to the terms and conditions of the supplier. We source the items from a variety of third-party providers, if at any time an item becomes, in our sole discretion, impossible to fulfil, we will provide you with the stated value of the item as determined by Modo. We will be unable to process any such requests. We may charge you a shipping and handling fee, in which case we will notify you prior to placing the order of those costs.

5. DISCLAIMER OF WARRANTIES.

You use the Site at your own risk. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. COMPANY DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE;

THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ALL DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE MAKE NO GUARANTEES ABOUT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY MATERIALS OR CONTENT, OR ABOUT THE RESULTS FROM USING THE SITE. WE MAY REMOVE CONTENT OR MATERIALS AT ANY TIME WITHOUT NOTICE AND ARE NOT LIABLE FOR ANY SUCH REMOVAL. WE DO NOT GUARANTEE CONTINUOUS OR SECURE ACCESS TO THE SERVICE.

WE WILL TRY TO PROCESS REQUESTS FOR GOODS PROMPTLY, BUT MAKE NO PROMISES ABOUT PROCESSING TIMES, ESPECIALLY WHEN THIRD PARTIES OR EXTERNAL SYSTEMS ARE INVOLVED, SUCH AS THIRD PARTY MARKETPLACES, AVAILABILITY OF OTHER SITES OR GOODS PROVIDERS, ELECTRONIC BILLING OR EXTERNAL PAYMENT SYSTEMS, OR ACCREDITATION OF PAYMENTS OR TRANSFERS IN ANY FORM OF ELECTRONIC MONEY NOT DENOMINATED IN THE SERVICE.

If applicable law does not allow us to disclaim certain warranties or limit our liability as stated in these Rules or the Terms, our responsibility will be limited to the minimum extent permitted by law. Nothing in these Rules affects your legal rights as a consumer or excludes or limits any liability that cannot be legally excluded or limited.

6. Severability. In the event that any provision of these Rules is held unenforceable as written, such provision will be ineffective but shall not affect the enforceability of the remaining provisions of the agreement. To the fullest extent allowable by law and equity, the parties agree that any such provision shall be blue-penciled or otherwise construed by the arbitrator or forum presiding over any dispute to preserve the formation of the agreement and give effect to the intent of the parties consistent with the overall purpose and intent of the agreement, and may be deemed replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

7. Contact Us. If you have any questions or concerns about Modo® Rips please contact support@modo.us.

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