

## **NFT TERMS AND CONDITIONS**

**Effective Date:** September 8, 2021

The Finish Line, Inc. d/b/a Finish Line and JD Sports (“**JD Finish Line**”) sells athletic and lifestyle footwear, apparel and accessories under the retail brands of Finish Line and JD Sports (or JD) in the United States and certain U.S. Territories.

A non-fungible token is a digital file stored on a digital ledger (commonly known as a blockchain) that certifies a unique digital asset and the ownership of such asset (an “**NFT**”). JDFL may be, from time to time, an owner of certain NFTs (each a “**JDFL NFT**”). In general, NFTs are transferable, provided that the transferor and recipient of an NFT meet the requisite conditions to enable such transaction (such as, by way of example, having a cryptocurrency wallet). JDFL may, from time to time, desire to transfer JDFL NFTs.

These NFT Terms and Conditions (“**NFT Terms**”) apply to any person (natural or otherwise) who receives a JDFL NFT through an initial transfer from JD Finish Line (whether by gift or sale) or through any subsequent transfer of such JDFL NFT (whether by gift or sale) (each an “**NFT Recipient**”). Additional terms and conditions of JD Finish Line or other third parties may apply depending on the nature of the transaction concerning a JDFL NFT (by way of example, JD Finish Line’s Terms of Use and Privacy Policy may apply where NFT Recipient reserves the right to acquire a JDFL NFT via a reservation placed on JD Finish Line’s retail websites or JD Finish Line’s STATUS Terms and Conditions may apply where an offer to acquire a JDFL NFT is limited to members of STATUS, JD Finish Line’s customer loyalty program). In the event multiple sets of terms and conditions apply to an NFT Recipient, to the extent there are conflicting terms among such terms and conditions, these NFT Terms shall govern with respect to the subject matter herein except as otherwise stated herein.

**PLEASE READ THESE NFT TERMS CAREFULLY BEFORE ACQUIRING A JDFL NFT. THESE NFT TERMS CONSTITUTE A WRITTEN AGREEMENT BETWEEN JD FINISH LINE AND AN NFT RECIPIENT AND THE TERMS DESCRIBE EACH OF JD FINISH LINE AND NFT RECIPIENT’S RESPECTIVE RIGHTS AND OBLIGATIONS, INCLUDING IN REGARDS TO: (A) DISPUTE RESOLUTION; (B) CLASS ACTION WAIVER; (C) LIMITATION OF OUR LIABILITY; (D) NFT RECIPIENT’S INDEMNITY OF JD FINISH LINE; AND (E) NFT RECIPIENT’S RELEASE OF JD FINISH LINE FROM LIABILITY. NFT RECIPIENT’S ACQUISITION OF A JDFL NFT CONFIRMS HIS/HER/THEIR/ITS UNCONDITIONAL ACCEPTANCE OF THESE NFT TERMS. DO NOT ACQUIRE A JDFL NFT IF YOU DO NOT FULLY ACCEPT THESE NFT TERMS.**

An NFT Recipient, upon receipt of a JDFL NFT, is hereby deemed to have accepted such JDFL NFT subject to the terms and conditions set forth in these NFT Terms.

### **1. Effective Date; Modifications to NFT Terms.**

These NFT Terms are effective as of the date set forth above (“**Effective Date**”) and apply to NFT Recipients who acquire a JDFL NFT after the Effective Date, subject to subsequent modifications to the NFT Terms as described herein. JD Finish Line reserves the right to modify these NFT Terms at any time, provided that JD Finish Line publishes any such modified NFT Terms. Any use of a JDFL NFT by an NFT Recipient after these NFT Terms have been modified shall be deemed acceptance of the NFT Terms then in effect. An NFT Recipient can reject any modified version of the NFT Terms by discontinuing use of a JDFL NFT. The NFT Terms will survive and remain in full force and effect, and

apply to, any event, conduct, transaction or occurrence taking place before any such discontinued use of a JDFL NFT.

## **2. JDFL NFTs; Content.**

Each JDFL NFT may include and incorporate: (a) art, design and drawings created by, created for and/or otherwise owned by JD Finish Line (“**Art**”); (b) Intellectual Property of JD Finish Line (“**JDFL IP**”) or of third parties, including without limitation JD Finish Line’s licensors (“**Third Party IP**”) (JDFL IP and Third Party IP collectively referred to herein as “**IP**”); and/or (c) the name, image, likeness, appearance and/or voice of a natural person (“**Likeness**”). “**Intellectual Property**” means copyright, trademark, trade name, service mark, service name, brand mark, brand name, logo, corporate name, Internet domain name, patent or industrial design, know-how or other intellectual property recognized in any country or jurisdiction in the world, and any goodwill associated with any person (natural or otherwise) owning, holding or using any of the foregoing.

## **3. JDFL NFT Ownership; Restrictions.**

JD Finish Line reserves the right to refuse to transfer any JDFL NFT to any person (natural or otherwise), provided that JD Finish Line refund to such person any consideration provided by said person for the subject JDFL NFT. Upon receipt of a JDFL NFT by rightful acquisition from a legitimate source, where proof of such acquisition is recorded on the relevant blockchain, an NFT Recipient owns the JDFL NFT, subject to these NFT Terms. JD Finish Line or, as applicable, third parties (including without limitation JD Finish Line’s licensors), own all legal right, title and interest in and to the Art, IP and/or Likeness incorporated in a JDFL NFT. NFT Recipient further acknowledges and agrees that NFT Recipient’s rights in and to such Art, IP and/or Likeness are limited to those license rights expressly stated herein and that JD Finish Line and third parties, as the case may be, reserve all respective rights in and to the Art, IP and/or Likeness not expressly granted to NFT Recipient herein. Without limiting the foregoing, to the extent the JDFL NFT and/or Art therein contains Third Party IP and/or Likeness, (a) NFT Recipient will not have the right to use such Third Party IP and/or Likeness except as incorporated into the JDFL NFT and/or Art therein, subject to these NFT Terms; (b) where applicable, depending on the nature of the license granted from the owner of the Third Party IP and/or Likeness incorporated into JDFL NFT and/or Art therein, JD Finish Line may need to pass through (by notice to NFT Recipient) additional restrictions concerning NFT Recipient’s rights in and to the JDFL NFT and/or Art therein (“**Additional Restrictions**”); and (c) to the extent JD Finish Line notifies NFT Recipient (in any reasonable manner available to JD Finish Line) of any such Additional Restrictions from the date NFT Recipient receives JD Finish’s notice, such Additional Restrictions shall be deemed incorporated into and made a part of these NFT Terms as applicable to the subject NFT Recipient and NFT Recipient will be responsible for complying with all such Additional Restrictions.

## **4. JDFL NFT Transfer or Disposal; Termination of Rights and Licenses.**

NFT Recipient may transfer (including, but not limited to, transfer by sale, trade, donation or giveaway) a JDFL NFT to a third party (natural person or otherwise), with such transfer subject to these NFT Terms and such subsequent ownership subject to these NFT Terms. Upon transfer of the JDFL NFT by an NFT Recipient to a third party, such third party shall be deemed an NFT Recipient and bound by these NFT Terms and any rights and licenses previously granted under these NFT Terms to the transferring party referenced herein, as an NFT Recipient himself/herself/themselves/itself, shall be deemed immediately terminated, and such transferring party will have no further rights in or to the JDFL NFT or the Art, IP and/or Likeness incorporated therein. Upon any other disposal of a JDFL NFT by an NFT Recipient, any rights and licenses previously granted under these NFT Terms to such NFT

Recipient shall be deemed immediately terminated. In the event an NFT Recipient breaches these NFT Terms, any rights and licenses granted to such NFT Recipient under these NFT Terms shall be deemed immediately terminated.

#### **5. License to JDFL NFT Content.**

Upon receipt of a JDFL NFT, and subject to NFT Recipient's compliance with these NFT Terms, JD Finish Line grants an NFT Recipient a revocable, non-exclusive, non-transferable, non-sublicensable, worldwide license to access and/or display, where applicable, the Art, IP and/or Likeness as incorporated into the JDFL NFT solely for the following purposes: (a) NFT Recipient's personal and non-commercial purposes, subject to the restrictions set forth herein; (b) as part of a marketplace that permits transactions of NFTs, including sale, purchase and gifting, provided that such marketplace certifies NFTs as unique digital assets and such assets' ownership on a blockchain; and (c) as part of a website or application that permits the display, inclusion, involvement or participation of NFTs, provided that such website or application verifies NFTs as unique digital assets with their ownership verified as recorded on a blockchain to, among other things, ensure that only the actual owner of an NFT can display the NFT. Except for such license, JDFL and/or the respective owners of any Art, IP and/or Likeness incorporated into a JDFL NFT shall retain all right, title and interest in and to the Art, IP and/or Likeness, as the case may be. In furtherance of the foregoing, (i) an NFT Recipient may not use a JDFL NFT that incorporates JDFL IP, or the JDFL IP itself, in connection with any product and/or service that is not a product and/or service of JD Finish Line and (ii) an NFT Recipient may not use a JDFL NFT that incorporates IP, or the IP itself, in any manner that is objectionable, likely to cause confusion or dilute, blur or tarnish the subject IP. Any and all use of IP and/or Likeness incorporated in a JDFL NFT, including any goodwill generated by such use, shall inure to the benefit of the respective owner of the respective IP and/or Likeness.

#### **6. Restrictions.**

NFT Recipient may not, nor permit any third party to do or attempt to do, any of the following without JD Finish Line's express prior written consent in each case: (a) modify a JDFL NFT or the Art, IP and/or Likeness incorporated into the JDFL NFT in any way; (b) use a JDFL NFT or the Art, IP and/or Likeness incorporated into the JDFL NFT to advertise, market or sell any product and/or service; (c) use a JDFL NFT and/or the Art, IP and/or Likeness incorporated into the JDFL NFT in any manner that is considered objectionable, including without limitation in any manner where such JDFL NFT or the Art, IP and/or Likeness incorporated into the JDFL NFT is used in association with any scandalous, obscene, pornographic, unlawful, libelous, defamatory, threatening or slanderous matter or material; (d) use the JDFL NFT and/or the Art, IP and/or Likeness incorporated into a JDFL NFT in any manner that may infringe upon the rights of third parties, including without limitation Intellectual Property rights; (d) use the JDFL NFT and/or the Art, IP and/or Likeness incorporated into a JDFL NFT in movies, videos or other forms of media, except solely for NFT Recipient's own personal and non-commercial use; (e) sell, distribute for commercial gain (including, without limitation, giving away in anticipation of a resulting commercial gain) or otherwise commercializing products and/or services that include, contain or consist of the JDFL NFT and/or the Art, IP and/or Likeness incorporated into a JDFL NFT; (f) attempt to acquire rights, including without limitation Intellectual Property rights, in or to the JDFL NFT and/or the Art, IP and/or Likeness incorporated into a JDFL NFT in addition to those limited rights set forth in these NFT Terms; (g) otherwise utilize the JDFL NFT and/or the Art, IP and/or Likeness for the commercial benefit of the NFT Recipient or any third party. Nothing herein shall restrict an NFT Recipient from attributing prior ownership of a JDFL NFT to JD Finish Line or from accurately attributing any Art, IP and/or

Likeness incorporated into a JDFL NFT to the artist of the Art, owner of the IP and/or the subject of the Likeness, as the case may be.

## **7. ASSUMPTION OF RISK.**

NFT RECIPIENT ASSUMES THE FOLLOWING RISKS WHEN ACQUIRING OR OTHERWISE RECEIVING A JDFL NFT: (a) TO THE EXTENT THERE IS A MARKET FOR AND/OR VALUATION OF NFTS, SUCH MARKET AND/OR VALUATIONS ARE VOLATILE AND VARIATIONS IN THE VALUATION OF NFTS MAY MATERIALLY AND/OR ADVERSELY AFFECT THE VALUATION OF ANY NFT OWNED BY NFT RECIPIENT, INCLUDING WITHOUT LIMITATION A JDFL NFT; (b) IN FURTHERANCE OF THE FOREGOING, THERE IS NO GUARANTEE THAT A JDFL NFT WILL HAVE, RETAIN OR GAIN VALUE; (c) THERE ARE INHERENT RISKS ASSOCIATED WITH THE OWNERSHIP, USE AND/OR TRANSACTING OF INTERNET-NATIVE ASSETS, SUCH AS NFTS AND CRYPTOCURRENCIES, INCLUDING WITHOUT LIMITATION THE RISKS THAT THIRD PARTIES MAY GAIN UNAUTHORIZED ACCESS TO INFORMATION STORED WITHIN AN NFT RECIPIENT'S CRYPTOCURRENCY WALLET, THAT HARDWARE, SOFTWARE AND INTERNET CONNECTIONS USED BY AN NFT RECIPIENT MAY FAIL OR OTHERWISE BE RENDERED UNUSABLE AND THAT BLOCKCHAINS WITH WHICH OWNERSHIP OF NFTS ARE RECORDED AND WITH WHICH NFTS ARE OTHERWISE TRANSACTED MAY FAIL OR OTHERWISE BE RENDERED UNUSABLE.

## **8. DISCLAIMER OF WARRANTIES.**

A JDFL NFT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AN NFT RECIPIENT'S OWNERSHIP AND USE OF A JDFL NFT IS ENTIRELY AT AN NFT RECIPIENT'S OWN RISK. BY ACCEPTING A JDFL NFT, AN NFT RECIPIENT AGREES THAT NEITHER JD FINISH LINE NOR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES NOR ITS OR THEIR RESPECTIVE PARTNERS, LICENSORS OR SERVICE PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE NFT TERMS, A JDFL NFT, CONTENT INCORPORATED INTO A JDFL NFT (INCLUDING WITHOUT LIMITATION ART, IP AND/OR LIKENESS) OR ANY SITE OR OTHER DIGITAL PLATFORM OR RESOURCES USED TO FACILITATE TRANSACTIONS RELATING TO, OR OTHERWISE TO FACILITATE USE OF, A JDFL NFT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. FOR AVOIDANCE OF DOUBT, THE FOREGOING EXCLUSIONS OF WARRANTIES, EXPRESS OR IMPLIED, DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## **9. LIMITATION OF LIABILITY**

- a. EXCEPT IN NEW JERSEY AND EXCEPT AS OTHERWISE PROVIDED BY LAW, NFT RECIPIENT AGREES THAT NEITHER JD FINISH LINE NOR ITS PARENT, SUBSIDIARIES, AFFILIATES NOR ITS AND THEIR RESPECTIVE PARTNERS, LICENSORS OR SERVICE PROVIDERS WILL BE RESPONSIBLE OR LIABLE IN CONTRACT, WARRANTY OR IN TORT (INCLUDING NEGLIGENCE) FOR ANY LOSSES, DAMAGES, LIABILITIES, COSTS OR EXPENSES RESULTING FROM:
  - NFT RECIPIENT'S INABILITY OR FAILURE FOR ANY REASON TO COMPLY WITH THESE NFT TERMS;

- NFT RECIPIENT'S ACCESS TO AND/OR USE OR INABILITY TO ACCESS AND/OR USE ANY JDFL NFT;
  - NFT RECIPIENT'S ACCESS TO AND/OR USE OR INABILITY TO ACCESS AND/OR USE ANY SITE, DIGITAL PLATFORM OR OTHER RESOURCE USED TO FACILITATE TRANSACTIONS RELATING TO, OR OTHERWISE TO FACILITATE USE OF, A JDFL NFT;
  - ANY VIRUSES, TROJAN HORSES, SPYWARE OR ANY OTHER TECHNOLOGIES OR MALICIOUS OR TECHNOLOGICALLY HARMFUL CODE THAT COULD IMPACT OWNERSHIP AND USE OF, AND TRANSACTIONS RELATING TO, A JDFL NFT;
  - ANY NON-DELIVERY, LOSS, THEFT, MISAPPROPRIATION, MIS-DELIVERY, CORRUPTION, DESTRUCTION OF, OR OTHER MODIFICATION TO, A JDFL NFT OR OTHER DATA TRANSMITTED VIA ANY SITE, DIGITAL PLATFORM OR OTHER RESOURCE USED TO FACILITATE TRANSACTIONS RELATING TO, OR OTHERWISE TO FACILITATE USE OF, A JDFL NFT;
  - ANY INACCURACIES OR OMISSIONS IN ANY JDFL NFT OR ANY SITE, DIGITAL PLATFORM OR OTHER RESOURCE OR DATA USED TO FACILITATE TRANSACTIONS RELATING TO, OR OTHERWISE TO FACILITATE USE OF, A JDFL NFT;
  - ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY JD FINISH LINE OR ITS PARENT, SUBSIDIARIES, AFFILIATES OR ITS OR THEIR RESPECTIVE PARTNERS, LICENSORS OR SERVICE PROVIDERS REGARDING A JDFL NFT, ANY CONTENT INCORPORATED THEREIN (SUCH AS ART, IP AND/OR LIKENESS), INCLUDING WITHOUT LIMITATION IN CONNECTION WITH INTELLECTUAL PROPERTY RIGHTS, OR THESE NFT TERMS.
  - ANY CONDUCT, INCLUDING ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT, OF AN NFT RECIPIENT OR ANY PERSON WHO HAS EXPRESSED A DESIRE TO BE AN NFT RECIPIENT;
  - ANY CRIMINAL, TORTIOUS OR NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF AN NFT RECIPIENT OR ANY PERSON WHO HAS EXPRESSED A DESIRE TO BE AN NFT RECIPIENT;
  - ANY UNAUTHORIZED ACCESS TO OR USE OF THE PERSONALLY IDENTIFIABLE INFORMATION OF AN NFT RECIPIENT; OR
  - EVENTS BEYOND JD FINISH LINE'S REASONABLE CONTROL.
- b. EXCEPT IN NEW JERSEY AND EXCEPT AS OTHERWISE PROVIDED BY LAW, NFT RECIPIENT AGREES THAT:
- NEITHER JD FINISH LINE NOR ITS PARENT, SUBSIDIARIES, AFFILIATES NOR ITS OR THEIR RESPECTIVE PARTNERS, LICENSORS OR SERVICE PROVIDERS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO ANY TRANSACTION OR OTHER ACTIVITIES CONCERNING ANY JDFL NFT, ANY CONTENT INCORPORATED INTO A JDFL NFT (SUCH AS ART, IP AND/OR LIKENESS) OR THESE NFT TERMS, WHETHER IN CONTRACT, WARRANTY OR IN TORT (INCLUDING NEGLIGENCE).
  - ANY CAUSE OF ACTION OR CLAIM NFT RECIPIENT MAY HAVE ARISING OUT OF OR RELATING TO ANY TRANSACTION CONCERNING ANY JDFL NFT, ANY CONTENT INCORPORATED INTO A JDFL NFT (SUCH AS ART, IP AND/OR LIKENESS) OR THESE NFT TERMS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. AN ACTION IS COMMENCED IF IT IS FILED IN AN ARBITRATION OR, IF THE

DISPUTE IS NON-ARBITRABLE, A COURT WITH JURISDICTION, DURING THE ONE-YEAR PERIOD. IF NFT RECIPIENT OR JD FINISH LINE PROVIDES NOTICE OF A DISPUTE UNDER THE ARBITRATION AGREEMENT ATTACHED HERETO IN EXHIBIT A, THE ONE-YEAR PERIOD IS TOLLED FOR 60 DAYS FOLLOWING RECEIPT OF THE DISPUTE NOTICE (AS DEFINED IN THE ARBITRATION AGREEMENT). NFT RECIPIENT AND JD FINISH LINE EACH WAIVE THE RIGHT TO PURSUE ANY DISPUTE, CLAIM OR CONTROVERSY THAT IS NOT FILED WITHIN ONE YEAR AND ANY RIGHT NFT RECIPIENT OR JD FINISH LINE MAY HAVE HAD TO PURSUE THAT DISPUTE, CLAIM OR CONTROVERSY IN ANY FORUM IS PERMANENTLY BARRED.

- NFT RECIPIENT'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING A JDFL NFT IF NFT RECIPIENT IS DISSATISFIED WITH THE JDFL NFT OR ANY CONTENT INCORPORATED THEREIN (SUCH AS ART, IP AND/OR LIKENESS), IN WHICH EVENT, ANY RIGHTS AND LICENSES GRANTED TO SUCH NFT RECIPIENT UNDER THESE NFT TERMS SHALL BE DEEMED IMMEDIATELY TERMINATED.

## **10. INDEMNIFICATION.**

EXCEPT IN NEW JERSEY AND EXCEPT AS OTHERWISE PROVIDED BY LAW, NFT RECIPIENT AGREES TO DEFEND, INDEMNIFY AND OTHERWISE HOLD HARMLESS JD FINISH LINE AND ITS PARENT, SUBSIDIARIES, AFFILIATES AND ITS AND THEIR RESPECTIVE PARTNERS, LICENSORS OR SERVICE PROVIDERS AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND ASSIGNS (COLLECTIVELY, THE "**RELEASED PARTIES**") FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY THIRD PARTY CLAIM, ACTION OR DEMAND ARISING FROM OR OTHERWISE RELATED TO ANY TRANSACTION OR OTHER ACTIVITIES INVOLVING NFT RECIPIENT CONCERNING ANY JDFL NFT OR ANY CONTENT INCORPORATED INTO A JDFL NFT (SUCH AS ART, IP AND/OR LIKENESS), NFT RECIPIENT'S VIOLATION OF ANY LAW, RULE, REGULATION, THE RIGHTS OF ANY THIRD PARTY, THESE NFT TERMS OR ANY TERMS OF USE OR OTHER RELEVANT TERMS AND CONDITIONS OF A SITE OR OTHER DIGITAL PLATFORM OR RESOURCES USED TO FACILITATE TRANSACTIONS RELATING TO, OR OTHERWISE TO FACILITATE USE OF, A JDFL NFT. THE FOREGOING INDEMNIFICATION PROVISION SHALL NOT APPLY WHERE ANY SUCH THIRD PARTY CLAIM, ACTION OR DEMAND RESULTED FROM ANY OF THE RELEASED PARTIES' OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT.

## **11. DISPUTE RESOLUTION; ARBITRATION AGREEMENT; WAIVER OF CLASS ACTION**

Notwithstanding anything to the contrary in these NFT Terms, the Arbitration Agreement attached to these NFT Terms as Exhibit A, which is hereby incorporated and made a part of these NFT Terms (the "**Arbitration Agreement**"), shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act. The terms of the Arbitration Agreement shall survive after these NFT Terms expire or otherwise are terminated. Except as set forth above, if any portion of the Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

## **12. UNAFFECTED RIGHTS**

NOTHING IN THESE NFT TERMS SEEKS TO EXCLUDE OR LIMIT ANY RIGHTS AVAILABLE UNDER APPLICABLE LAW WHICH CANNOT BE EXCLUDED OR LIMITED. THIS MEANS THAT THESE NFT

TERMS WILL NOT CHANGE ANY RIGHTS WHICH THE LAW GRANTS TO NFT RECIPIENT WHICH THAT LAW DOES NOT ALLOW JD FINISH LINE TO CHANGE OR LIMIT. NOTHING IN THESE NFT TERMS WILL EXCLUDE OR LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY JD FINISH LINE'S NEGLIGENCE OR MORE CULPABLE CONDUCT OR ANY LIABILITY FOR FRAUDULENT MISREPRESENTATION OR FRAUD OR LIABILITY WHICH JD FINISH LINE IS RESPONSIBLE FOR IN RELATION TO CONSUMER PROTECTION RIGHTS OR FOR ANY OTHER MATTERS WHICH IT WOULD BE ILLEGAL FOR US TO EXCLUDE.

### **13. Governing Law and Jurisdiction.**

Except as otherwise provided herein, these NFT Terms, and any dispute arising out of a JDFL NFT, shall be governed by and construed in accordance with the laws of the State of Indiana, United States, notwithstanding any conflicts of law principles, and any action relating to any dispute arising out of any JDFL NFT, any content incorporated into a JDFL NFT (such as Art, IP and/or Likeness) and/or these NFT Terms (other than an action subject to mandatory arbitration under the Arbitration Agreement) must be filed and maintained in a state or federal court located in Marion County, State of Indiana, United States. JD Finish Line and NFT Recipient each consent to exclusive jurisdiction and venue in such courts for such purpose.

### **14. All Rights Not Granted.**

These NFT Terms include only narrow, limited grants of rights to use a JDFL NFT and content incorporated into a JDFL NFT (such as Art, IP and/or Likeness). No additional right or license may be construed, under any legal theory, by implication, industry custom or otherwise. All rights not expressly granted to you herein are reserved by JD Finish Line for itself and, as the case may be, for its parent, subsidiaries, affiliates and its and their respective partners, licensors and service providers.

### **15. Waiver and Severability.**

A waiver by JD Finish Line of any term or condition set out by these NFT Terms shall be effective only if in writing signed by a duly authorized representative of JD Finish Line. No waiver by JD Finish Line of any term or condition set out by these NFT Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition and any failure of JD Finish Line to assert a right or provision under these NFT Terms shall not constitute a waiver of such right or provision. If any provision of these NFT Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be limited to the minimum extent such that the remaining provisions of the NFT Terms will continue in full force and effect.

### **16. Entire Agreement.**

These NFT Terms (together with the Additional Terms, where applicable) constitute the sole and entire agreement between JD Finish Line and NFT Recipient regarding the ownership and use of a JDFL NFT by NFT Recipient and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding the same.

### **17. Contact JD Finish Line.**

If you have questions about these NFT Terms, please contact JD Finish Line at:

The Finish Line, Inc. (d/b/a Finish Line and JD Sports)

3308 N. Mitthoeffer Road  
Indianapolis, Indiana 46235  
Attn: General Counsel  
generalcounsel@finishline.com or generalcounsel@jdsportsus.com



## **EXHIBIT A**

### **ARBITRATION AGREEMENT**

“You” in this Arbitration Agreement refers to NFT Recipient.

#### **A. Informal Dispute Resolution.**

In the event of any controversy, claim, action or dispute arising out of or related to any JDFL NFT or any content incorporated into a JDFL NFT (such as Art, IP and/or Likeness) or the breach, enforcement, interpretation, or validity of the NFT Terms or this Arbitration Agreement or any part of it (each a “**Dispute**”), the party asserting the Dispute (as between you and JD Finish Line) will first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) (a “**Dispute Notice**”). A Dispute Notice must describe the facts and circumstances (including any relevant documentation) of the Dispute. The party sending the Dispute Notice must allow the receiving party thirty (30) days in which to respond to or settle the Dispute.

A Dispute Notice shall be sent to (as the case may be):

- (1) JD Finish Line at The Finish Line, Inc. (d/b/a Finish Line and JD Sports), 3308 N. Mitthoeffer Road, Indianapolis, Indiana 46235, Attn: General Counsel, or
- (2) you at the mailing address, email address or other account through which you may be contacted on via direct message that you last provided to JD Finish Line.

Each of JD Finish Line and you agree that this dispute resolution procedure and good faith negotiations is a condition precedent which must be satisfied prior to initiating any arbitration or filing any claim against the other party.

#### **B. Arbitration; Small Claims Court Claims Exception.**

To the extent a Dispute subject to the informal dispute resolution procedure described above cannot be resolved, the Dispute shall be resolved through binding individual arbitration. You and we agree to give up our rights to go to court to assert or defend our rights under the NFT Terms and with respect to any Dispute. You and JD Finish Line expressly delegate to the arbitrator the authority to determine the arbitrability of any Dispute, including the scope, applicability, validity, and enforceability of this arbitration provision.

Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the provisions of these Terms as a court would.

If either party files a court proceeding in violation of this provision (other than an individual claim in small claims court or a claim to enjoin infringement of intellectual property rights), he/she/they/it agrees to be responsible to pay any costs and expenses, including reasonable attorneys’ fees, that are incurred by the other party in enforcing these dispute resolution provisions.

You may begin an arbitration proceeding by sending a letter requesting arbitration to JD Finish Line at The Finish Line, Inc. (d/b/a Finish Line and JD Sports), 3308 N. Mitthoeffer Road, Indianapolis, Indiana 46235, Attn: General Counsel. JD Finish Line may begin an arbitration proceeding by sending a letter

requesting arbitration to you at the mailing address, email address or other account through which you may be contacted on via direct message that you last provided to JD Finish Line.

You and we agree that the arbitration shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement, and that there will only be one arbitrator, not a panel. The AAA Rules are available on the AAA’s website [www.adr.org](http://www.adr.org), or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the Dispute, the parties shall agree to another arbitration provider. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s applicable rules. JD Finish Line will reimburse those fees for claims totaling less than \$10,000 if the arbitrator rules in your favor on any material aspect of your claim. JD Finish Line waives its right to seek attorneys’ fees and costs in arbitration. However, if your claim is deemed by the arbitrator to be frivolous or brought in bad faith or with an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11, then the arbitrator may award JD Finish Line the reimbursement of its costs and arbitration fees against you and/or your counsel. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. You further agree that if your arbitration claim is filed at or around the time of other similar claims by the same or related counsel, you agree that your claim may be temporarily stayed or phased to allow the AAA to establish efficient and fair adjudication procedures.

All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator’s decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

In lieu of arbitration, either you or JD Finish Line may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim. Also, even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in any related or unrelated lawsuit, including modifying an individual claim to assert a class, representative or multi-party claim. Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun, or a final judgment entered.

Notwithstanding this Arbitration Agreement, you or we may bring suit in any court of competent jurisdiction to enjoin infringement or other misuse of intellectual property rights, including with respect to temporary restraining orders.

If this Arbitration Agreement is invalidated in whole or in part, the parties agree that the exclusive jurisdiction and venue described in the NFT Terms shall govern any claim in court arising out of or related to the Agreement.

### **C. Waiver of Right to Bring Class Actions and Representative Claims.**

All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. YOU AND JD FINISH LINE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER IN ARBITRATION ONLY IN YOUR OR ITS RESPECTIVE INDIVIDUAL CAPACITIES AND IN SO DOING YOU AND JD FINISH LINE HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY, TO ASSERT OR PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS ACTION ARBITRATION (EITHER AS A NAMED-PLAINTIFF OR CLASS MEMBER), AND TO ASSERT OR PARTICIPATE IN ANY JOINT OR CONSOLIDATED LAWSUIT OR JOINT OR CONSOLIDATED

ARBITRATION OF ANY KIND. If a court decides that applicable law precludes enforcement of any of this Arbitration Agreement's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

**D. 30-Day Right to Opt Out.**

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in this Arbitration Agreement by sending written notice of your decision to opt-out to the following address via certified mail: JD Finish Line at The Finish Line, Inc. (d/b/a Finish Line and JD Sports), 3308 N. Mitthoeffer Road, Indianapolis, Indiana 46235, Attn: General Counsel. The notice must be sent within thirty (30) days of your receipt of a JDFL NFT, otherwise you shall be bound to arbitrate disputes in accordance with the terms of this Arbitration Agreement. If you opt-out of this Arbitration Agreement, JD Finish Line also will not be bound by them.